



**US Army Corps  
of Engineers®**

RFP No. W912DW-05-R-0004

Seattle District

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# **Indefinite Delivery/Indefinite Quantity Contract under Multiple Award Remediation Concept (MARC), Brush and Plant Removal/Replacement in WA, OR, ID and MT and other Areas Serviced by Seattle District**

## **Service Solicitation**

**This is a 100% Small Business Set-Aside**

**August 2005**

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**THIS PROCUREMENT IS:**

**100% set-aside for Small Business**

**SITE VISIT:**

A SITE VISIT WILL BE SCHEDULED IN THE NEAR FUTURE. DETAILS WILL BE FORTHCOMING IN AN AMENDMENT.

OFFERORS ARE URGED and expected to inspect the site where construction is to be performed and to satisfy themselves as to all general and local conditions which may affect the cost of performance of the contract, to the extent, such information is reasonably obtainable. In no event, will a failure to inspect the site constitute grounds for withdrawal of a bid after opening or for a claim after award of the contract.

**FOR INQUIRIES, CONTACT THE FOLLOWING INDIVIDUAL(S)** Monday through Friday between the hours of 8:00 a.m. and 3:30 p.m.:

**ADMINISTRATIVE AND TECHNICALS MATTERS:**

Bonilie Lackey (206)764-4481 FAX: (206)764-6817 bonilie.l.lackey@usace.army.mil

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**!!!CAUTION TO OFFERORS!!!**

1. **TELEPHONES:** Limited telephone service is provided in the lobby. Only two public telephones may be used by offerors for completing offers.

2. **BUSINESS HOURS:** For the Seattle District Corps of Engineers are from 7:30 A.M. to 4:00 P.M., Monday through Friday.

**BEFORE SIGNING AND MAILING THIS OFFER, PLEASE TAKE NOTE OF THE FOLLOWING, AS FAILURE TO PERFORM ANY ONE OF THESE ACTIONS MAY CAUSE YOUR OFFER TO BE REJECTED**

3. **AMENDMENTS:** Have you acknowledged receipt of ALL amendments? If in doubt as to the number of amendments issued, please contact the representative listed on the Information Page.

4. **AMENDED PAGES:** If any of the amendments furnished amended pages, the amended pages must be used in submitting your offer.

5.. **MISTAKE IN OFFER:** Have you reviewed your offer price for possible errors in calculation or work left out?

6. **TELEGRAPHIC MODIFICATIONS:** The Seattle District does not have the capability of receiving commercial telegrams directly. Offerors who wish to modify their offer by telegram are urged to ensure that telegrams are submitted within enough time to arrive at the opening office prior to the time specified for receipt of proposals. Any doubt as to time should be resolved in favor of EXTRA TIME. Transmission by Fax to this office is NOT ACCEPTABLE.

7. **OFFER ACCEPTANCE PERIOD:** The minimum offer acceptance period is specified in block 12, SF33, Solicitation, Offer and Award. Please ensure that you allow at least the stated number of calendar days for the Government to accept your offer.

8. **CENTRAL CONTRACTOR REGISTRATION:** Your attention is drawn to DFARS Clause 252.204-7004, REQUIRED CENTRAL CONTRACTOR REGISTRATION in Section L. Lack of registration in the CCR database will make offeror ineligible for award. Information on how to register and the time it takes are detailed in the clause.

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<b>SOLICITATION, OFFER AND AWARD</b>		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)		RATING		PAGE OF PAGES	
2. CONTRACT NO.		3. SOLICITATION NO. W912DW-05-R-0004		4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)		5. DATE ISSUED August 13, 2005	
7. ISSUED BY USA Engineer District, Seattle ATTN: CENWS-CT PO Box 3755, Seattle, WA 98124-3755		CODE W912DW Tel: 206-764-6853 Fax: 206-764-6817		8. ADDRESS OFFER TO (If other than Item 7) See Item 7 or Handcarry to: Seattle District, USACE 4735 E. Marginal Way South Seattle, WA 98134		6. REQUISITION/PURCHASE NO. W68MD9-5152-7685	

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

### SOLICITATION

9. Sealed offers in original and 1 copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in Contracting Division, 2nd Floor, Col C-5 until 2:00 PM local time 13 Sep 2005  
(Hour) (Date)

CAUTION - LATE Submissions, Modifications, and Withdrawals: Section L, Provision No. 52.214-7 or 52.215-10.  
All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL:	A. NAME Bonilie Lackey bonilie.l.lackey@usace.army.mil	B. TELEPHONE NO. (Include area code) (NO COLLECT CALLS) (206)764-4481
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<input checked="" type="checkbox"/>	A	SOLICITATION/CONTRACT FORM		<input checked="" type="checkbox"/>	I	CONTRACT CLAUSES	
<input checked="" type="checkbox"/>	B	SUPPLIES OR SERVICES AND PRICES/COST		PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.			
<input checked="" type="checkbox"/>	C	DESCRIPTION/SPECS./WORK STATEMENT		<input checked="" type="checkbox"/>	J	LIST OF ATTACHMENTS	
	D	PACKAGING AND MARKING		PART IV - REPRESENTATIONS AND INSTRUCTIONS			
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<input checked="" type="checkbox"/>	F	DELIVERIES OR PERFORMANCE		<input checked="" type="checkbox"/>	L	INSTRS., CONDS., AND NOTICES TO OFFERORS	
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<input checked="" type="checkbox"/>	H	SPECIAL CONTRACT REQUIREMENTS					

### OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within \_\_\_\_\_ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)	<input checked="" type="checkbox"/> 10 CALENDAR DAYS	<input type="checkbox"/> 20 CALENDAR DAYS	<input type="checkbox"/> 30 CALENDAR DAYS	<input type="checkbox"/> CALENDAR DAYS
	%	%	%	%
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated:	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE
15A. NAME AND ADDRESS OF OFFEROR	CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)	
15B. TELEPHONE NO. (Includε area code)	15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.		17. SIGNATURE	18. OFFER DATE

### AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION	
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c) ( ) <input type="checkbox"/> 10 U.S.C. 253(c) ( )		23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)	ITEM
24. ADMINISTERED BY (If other than Item 7)	CODE	25. PAYMENT WILL BE MADE BY	CODE
26. NAME OF CONTRACTING OFFICER (Type or print)		27. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	28. AWARD DATE

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

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IF THE CONTRACTOR IS A CORPORATION OR PARTNERSHIP, THE APPLICABLE PORTION OF THE FORM LISTED BELOW MUST BE COMPLETED. IN THE ALTERNATIVE, OTHER EVIDENCE MUST BE SUBMITTED TO SUBSTANTIATE THE AUTHORITY OF THE PERSON SIGNING THE CONTRACT. IF A CORPORATION, **THE SAME OFFICER SHALL NOT EXECUTE BOTH THE CONTRACT AND THE CERTIFICATE.**

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## CORPORATE CERTIFICATE

I, \_\_\_\_\_, certify that I am the \_\_\_\_\_  
Secretary of the Corporation named as Contractor herein; that \_\_\_\_\_,  
who signed this contract on behalf of the Contractor was then \_\_\_\_\_ of said  
corporation; that said contract was duly signed for and on behalf of said corporation by authority of its  
governing body and is within the scope of its corporate powers.

\_\_\_\_\_  
(Secretary) (CORPORATE SEAL)

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## AUTHORITY TO BIND PARTNERSHIP

This is to certify that the names, signatures and Social Security Numbers of all partners are listed below and that the person signing the contract has authority actually to bind the partnership pursuant to its partnership agreements. Each of the partners individually has full authority to enter into and execute contractual instruments on behalf of said partnership with the United States of America, except as follows: (state "none" or describe limitations, if any)

\_\_\_\_\_

This authority shall remain in full force and effect until such time as the revocation of authority by any cause whatsoever has been furnished in writing to, and acknowledged by, the Contracting Officer.

(Names, Signatures and Social Security Numbers of all Partners)

NAME	SIGNATURE	SOCIAL SECURITY NO.
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

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## Section C - Descriptions and Specifications

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**STATEMENT OF SERVICES****Brush and Plant Removal/Replacement Services Contract  
Washington, Oregon, Idaho, Montana  
and other areas serviced by the Seattle District**

**1. Background.** The Government anticipates the award of as many as three (3) Indefinite Delivery/Indefinite Quantity (ID/IQ) type contracts for Brush and Plant Removal/Replacement Services to support all customers within the four state geographical boundaries of the Seattle District (Washington, Oregon, Idaho and Montana) and any other areas serviced by the Seattle District. Contract duration is up to 5-years consisting of a base year and if exercised, 4-one year options. Annual shared capacity is established as \$2 million and total shared contract capacity if all options are awarded is \$10 million. The continuing requirement exists for tree, brush, grass and other plant clearance and removal activities at active and formerly active military installations and other properties owned or being restored/rehabilitated by other Federal agencies throughout our geographical boundaries. These services are required to support Range Management and other forest management programs and site restoration activities.

**2. Statement of Contractor Services.** The contractor shall provide all the services necessary to conduct the activities detailed in each specific Task Order (TO). Examples of work the contractor is expected to accomplish under this contract includes, but are not limited to;

**a) Noxious/Dangerous Plant Removal/Replacement Services;** removal and/or replacement of plants identified by State, county or other weed control programs as noxious, dangerous or undesirable. Includes mechanized, hand and in rare cases chemical removal/control activities.

**b) Clearing/Brushing and Grubbing Services;** associated with land/project site clearance, site preparation, forest/vegetation control programs or clearance associated with restoration activities. Includes all mechanized and hand removal activities.

**c) Re-vegetation, Re-forestation, and Re-planting and Phyto-Remediation Services;** to support site restoration, remedial clean up strategies (for example the planting of trees to mitigate soils/ground water contamination), range maintenance and erosion control activities. Includes all mechanized and hand planting activities and hydro-seeding/mulching.

**d) Materials Procurement Services;** including planting pots, potting soil, mulch, fertilizers and all manner of materials associated with all the identified activities.

**Services could also include:**

**e)** The disposal of vegetation cleared or stockpiled by others,

**f)** Incidental soil/mulch removal, stockpiling, spreading etc. associated with identified activities.

**g)** Conference/meeting attendance and participation.

**h)** Incidental landscape design/layout associated with identified activities.

i) The Contractor may be required in specifically identified Task Orders to maintain plantings for a specified warranty period to assure growth. Maintenance activities include, but are not limited to, some or all of the following; watering, pruning, weeding, mulching or other activities to assure desired growth.

j) The contractor may be required to survey/identify and/or tag (electronically or manually with bar codes systems) any vegetation and provide data details appropriate to the end customers data management needs. In rare instances this could include but not be limited to utilizing the latest data management software commercially available as well as utilization of an appropriate digital mapping system in support of geospatial data systems. Additional support may include efforts associated with the end users current natural and cultural resources program.

k) Support installation 'Zero Net Waste' Reuse/Recycling Programs by providing services for diversion, reuse or recycling of plants; this may include management of 'spoils on site' or chipping/grinding to support installation mulching programs. Specific details will be provided in individual task orders.

l) Other services considered incidental to the identified activities.

### **3. Contractor Capabilities and Experience**

a) The Contractor shall be capable of furnishing all supervision, labor, materials, equipment (except as provided by the Government) and services to accomplish all work typically associated with the activities outlined in **Section 2. Statement of Contractor Services.**

b) The contractor shall present evidence that senior personnel have a minimum of 5-years experience performing the services identified in this **Statement of Services**. Senior personnel are considered to be superintendents, foreman, or other designated "crew lead" personnel responsible for assuring the completion of project activities. In addition the contractor must have support staff with HTRW safety training. Resumes are required for all senior personnel.

**4. Government-Furnished Property.** Any property, data or equipment furnished by the Government to assist in the accomplishment of activities required under this contract will be returned upon completion of the contract or at the request of the Contracting Officer (CO) or the designated Contracting Officers Representative (COR) or designated technical lead.

**5. Conferences/Meetings.** The contractor shall attend conferences/meetings as specified in each TO.

**6. Project Manager.** Promptly following award of contract, the contractor shall designate a project manager who shall be the point of contact with the CO, COR or other designated representative.

**7. Contracting Officer's Representative (COR).** The Government will designate a COR who will provide all liaison, supply Government-furnished data and services, and forward other necessary documents. The COR will seek the timely progress of the work and its satisfactory completion.

### **8. Extent of Services.**

- a. The contractor will provide services as generally described in this Statement of Services. Individual TO's issued under this contract will describe actual services to be performed for specific projects. The contractor is advised not to perform any services under this contract resulting in a change in work or services that affects the price of the TO unless previously negotiated and/or approved by the CO.
- b. When the CO or his/her designated representative require services, a Request for Proposal (RFP) will be issued to the contractor describing the work to be performed. This may also be handled by telecommunication under Public Exigency. The contractor shall respond with a written proposal within 10 calendar days unless otherwise directed.

- c. The contractor will be paid after submission to the COR of proper invoices or vouchers and verification of the activities identified, the price stipulated in each TO for services rendered and accepted. Payment will be made monthly for all services satisfactorily performed during that period.
- d. In any TO awarded under this contract, the Government may elect to make certain phases of the work, as described in the TO specific Statement of Work, optional. In TO's containing such options, upon completion of the originally awarded phases of the work, the Government may award the optional work phases at its discretion.

#### **9. Coordination and Prosecution of work.**

- a. During the prosecution of the work under each TO, the contractor shall keep in close liaison with the government Project Manager who will coordinate the work with the Using Service and other agencies as appropriate. All requests made by the Using Service and other agencies outside the authorized project scope shall be referred to the Project Manager for action by the CO or the COR.
- b. All work performed shall be in accordance with instructions furnished by the CO or referred to in the TO specific Statement of Work, attached drawings, sketches, specifications and/or appropriate and acceptable Industry Standards.
- c. Accomplishment of each project shall be the most economical with necessary consideration being given to the most efficient utilization of all materials consistent with the established criteria.
- d. The use of critical and strategic materials not otherwise restricted shall be limited to the minimum amounts required consistent with Corps of Engineer Conservation of Materials Policies
- e. The contractors final negotiated fee shall include the cost of all equipment, labor, materials and other items considered incidental to completion of the TO.
- f. All letters, reports, plans, sketches, specifications, estimates, computations sheets and other documents prepared by the contractor are to be marked to identify the project under a TO and can, in addition to hard copies, be submitted in electronic format agreed to in each TO.

#### **10) Specifications and Important Weed Program Links;**

King County - <http://dnr.metrokc.gov/wlr/lands/weeds/index.htm>

Idaho - <http://www.agri.idaho.gov/animal/weedlist.htm>

Oregon - [http://egov.oregon.gov/ODA/PLANT/weed\\_index.shtml#Noxious\\_Weed\\_Lists](http://egov.oregon.gov/ODA/PLANT/weed_index.shtml#Noxious_Weed_Lists)

Montana - <http://agr.state.mt.us/weedpest/noxiousweeds.asp>

Federal List - <http://www.aphis.usda.gov/ppq/weeds/noxwdsa.html>

COE Construction Specifications associated with this contract can be found at the following web site: <http://www.ccb.org/docs/ufgshome/UFGSToc.htm>. Detailed specifications for specific task orders will be provided as needed by the particular DOD Agency requesting services.



## Section E - Inspection and Acceptance

## CLAUSES INCORPORATED BY FULL TEXT

## 52.246-4 INSPECTION OF SERVICES--FIXED-PRICE (AUG 1996)

- (a) Definitions. "Services," as used in this clause, includes services performed, workmanship, and material furnished or utilized in the performance of services.
- (b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires.
- (c) The Government has the right to inspect and test all services called for by the contract, to the extent practicable at all times and places during the term of the contract. The Government shall perform inspections and tests in a manner that will not unduly delay the work.
- (d) If the Government performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of these duties.
- (e) If any of the services do not conform with contract requirements, the Government may require the Contractor to perform the services again in conformity with contract requirements, at no increase in contract amount. When the defects in services cannot be corrected by reperformance, the Government may (1) require the Contractor to take necessary action to ensure that future performance conforms to contract requirements and (2) reduce the contract price to reflect the reduced value of the services performed.
- (f) If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with contract requirements, the Government may (1) by contract or otherwise, perform the services and charge to the Contractor any cost incurred by the Government that is directly related to the performance of such service or (2) terminate the contract for default.

(End of clause)

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## Section F - Deliveries or Performance

## CLAUSES INCORPORATED BY FULL TEXT

## 52.242-15 STOP-WORK ORDER (AUG 1989)

(a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either--

(1) Cancel the stop-work order; or

(2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.

(b) If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if--

(1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and

(2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

(End of clause)

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## Section G - Contract Administration Data

SECTION GSECTION G CONTRACT  
ADMINISTRATION DATA

## G. 1. Contract will be administered by:

Seattle District, Corps of Engineers  
CENWS-CT-CB-CU  
P.O. Box 3755  
Seattle, WA 98124-3755

Name: Bonilie L. Lackey

Telephone: (206)764-4481

Contracting Officer's Technical Representative will be determined at the time of contract award.

## G.2 INVOICE SUBMITTAL:

The Contractor shall submit invoices for payment as follows: (Note - payment will be made by Financial Center, Millington, Tennessee)

Original & 2 copies to: Department of the Army  
US Army Corps of Engineers Financial  
Center CEFC-AO-P 5720 Integrity Drive  
Millington, TN 38054-5005

One Copy to: Seattle District  
US Army Corps of Engineers  
Attn: CENWS-PM-EM  
P.O. Box 3755 Seattle, WA 98124-3755

G.3 PAYMENT: Payment will be made in accordance with the Prompt Payment Act and the clause at FAR 52.232-1, Payments (Apr 1984). (Refer to Section I)

## G.4 ACCOUNTING AND APPROPRIATION DATA:

The accounting and appropriation data will be reflected on individual task orders awarded under this contract. All three contracts will include a base period not to exceed (NTE) one year and four-option periods (NTE one year) for a total contract performance period NTE five years. If capacity is fully utilized for any period before the one-year time limit, the Government may decide to exercise the next option year early. Maximum value of all work awarded under the MARCs will be limited to \$2 million per contract period (shared by all awardees) or \$10 million over the life of the contract (shared by all awardees). There are no minimum or maximum task order limits established under the MARC but no single task order will exceed the contract period limit. The minimum guaranteed amount for the base period is \$40,000 or 2 % of the minimum ordering amount to be divided amongst all contracts awarded. The minimum guaranteed amount for each option period exercised is \$20,000 or 1% to be divided amongst contracts awarded. The expiration or termination of the ordering period shall not affect any order issued during the effective period of this contract. Only the Contracting Officer executing this contract and the Successor Contracting Officer has the authority to modify the terms and conditions of these contracts.

G.5 Orders for services under multiple award contracts (DFARS 216-505-70):

- (a) This subsection—
  - (d) Implements Section 803 of the National Defense Authorization Act for Fiscal Year 2002 (Pub. L. 107-107);
  - (e) Applies to orders for services exceeding \$100,000 placed under multiple award contracts, instead of the procedures at FAR 16.505(b)(1) and (2) (see Subpart 208.4 for procedures applicable to orders placed against Federal Supply Schedules);
  - (f) Also applies to orders placed by non-DoD agencies on behalf of DoD; and
  - (g) Does not apply to orders for architect-engineer services, which shall be placed in accordance with the procedures in FAR Subpart 36.6.
- (b) Each order for services exceeding \$100,000 shall be placed on a competitive basis in accordance with paragraph (c) of this subsection, unless the contracting officer waives this requirement on the basis of a written determination that—
  - (1) One of the circumstances described at FAR 16.505(b)(2)(i) through (iv) applies to the order; or
  - (2) A statute expressly authorizes or requires that the purchase be made from a specified source.
- (c) An order for services exceeding \$100,000 is placed on a competitive basis only if the contracting officer—
  - (1) Provides a fair notice of the intent to make the purchase, including a description of the work the contractor shall perform and the basis upon which the contracting officer will make the selection, to all contractors offering the required services under the multiple award contract; and
  - (2) Affords all contractors responding to the notice a fair opportunity to submit an offer and have that offer fairly considered.
- (d) When using the procedures in this subsection—
  - (1) The contracting officer should keep contractor submission requirements to a minimum;
  - (2) The contracting officer may use streamlined procedures, including oral presentations;
  - (3) The competition requirements in FAR Part 6 and the policies in FAR Subpart 15.3 do not apply to the ordering process, but the contracting officer shall consider price or cost under each order as one of the factors in the selection decision; and
  - (4) The contracting officer should consider past performance on earlier orders under the contract, including quality, timeliness, and cost control.

ENDOFSECTIONG

## Section H - Special Contract Requirements

### CLAUSES INCORPORATED BY FULL TEXT

#### Successor Contracting Officers (52.201-4001)

The Contracting Officer who signed this contract is the primary Contracting Officer for the contract. Nevertheless, any Contracting Officer assigned to the Seattle District and acting within his/her authority may take formal action on this contract when a contract action needs to be taken and the primary Contracting Officer is unavailable.

#### REQUIRED INSURANCE (52.228-4002) (JAN 2000)

a. The Contractor shall procure and maintain during the entire period of his performance under this contract the following minimum insurance.

(1) Workers' Compensation and Employer's Liability Insurance as legally required by the state wherein the work is being performed. Employer's liability coverage of at least \$100,000 shall be required, except in States with exclusive or monopolistic funds that do not permit workers' compensation to be written by private carriers. If occupational diseases are not compensable under the Federal or State Workers' compensation and occupational disease statutes, they shall be covered under the employer's liability section of the insurance policy, except when contract operations are so commingled with a contractor's commercial operations that it would not be practical to require this coverage.

(2) General Liability Insurance. Bodily injury liability insurance, in the minimum limits of \$500,000 per occurrence, shall be required on the comprehensive form of policy; however, property damage liability insurance ordinarily shall not be required.

(3) Automobile Liability Insurance. This insurance shall be required on the comprehensive form of policy and shall provide bodily injury liability and property damage liability covering the operation of all automobiles used in connection with the performance of the contract. At least the minimum limits of \$200,000 per person and \$500,000 per occurrence for bodily injury and \$20,000 per occurrence for property damage shall be required.

(b) Prior to the commencement of work hereunder, the Contractor shall furnish to the Contracting Officer a certificate or written statement of the above required insurance. The policies evidencing required insurance shall contain an endorsement to the effect that cancellation or any material change in the policies adversely affecting the interests of the Government in such insurance shall not be effective for such period as may be prescribed by the laws of the state in which this contract is to be performed and in no event less than (30) days after written notice thereof to the Contracting Officer.

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## Section I - Contract Clauses

## CLAUSES INCORPORATED BY FULL TEXT

## 52.222-4 CONTRACT WORK HOURS AND SAFETY STANDARDS ACT - OVERTIME COMPENSATION. (SEP 2000)

(a) Overtime requirements. No Contractor or subcontractor employing laborers or mechanics (see Federal Acquisition Regulation 22.300) shall require or permit them to work over 40 hours in any workweek unless they are paid at least 1 and 1/2 times the basic rate of pay for each hour worked over 40 hours.

(b) Violation; liability for unpaid wages; liquidated damages. The responsible Contractor and subcontractor are liable for unpaid wages if they violate the terms in paragraph (a) of this clause. In addition, the Contractor and subcontractor are liable for liquidated damages payable to the Government. The Contracting Officer will assess liquidated damages at the rate of \$10 per affected employee for each calendar day on which the employer required or permitted the employee to work in excess of the standard workweek of 40 hours without paying overtime wages required by the Contract Work Hours and Safety Standards Act.

(c) Withholding for unpaid wages and liquidated damages. The Contracting Officer will withhold from payments due under the contract sufficient funds required to satisfy any Contractor or subcontractor liabilities for unpaid wages and liquidated damages. If amounts withheld under the contract are insufficient to satisfy Contractor or subcontractor liabilities, the Contracting Officer will withhold payments from other Federal or Federally assisted contracts held by the same Contractor that are subject to the Contract Work Hours and Safety Standards Act.

(d) Payrolls and basic records.

(1) The Contractor and its subcontractors shall maintain payrolls and basic payroll records for all laborers and mechanics working on the contract during the contract and shall make them available to the Government until 3 years after contract completion. The records shall contain the name and address of each employee, social security number, labor classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. The records need not duplicate those required for construction work by Department of Labor regulations at 29 CFR 5.5(a)(3) implementing the Davis-Bacon Act.

(2) The Contractor and its subcontractors shall allow authorized representatives of the Contracting Officer or the Department of Labor to inspect, copy, or transcribe records maintained under paragraph (d)(1) of this clause. The Contractor or subcontractor also shall allow authorized representatives of the Contracting Officer or Department of Labor to interview employees in the workplace during working hours.

(e) Subcontracts. The Contractor shall insert the provisions set forth in paragraphs (a) through (d) of this clause in subcontracts exceeding \$100,000 and require subcontractors to include these provisions in any lower tier subcontracts. The Contractor shall be responsible for compliance by any subcontractor or lower-tier subcontractor with the provisions set forth in paragraphs (a) through (d) of this clause.

(End of clause)

## 52.202-1 DEFINITIONS (JUL 2004)

(a) When a solicitation provision or contract clause uses a word or term that is defined in the Federal Acquisition Regulation (FAR), the word or term has the same meaning as the definition in FAR 2.101 in effect at the time the solicitation was issued, unless--

- (1) The solicitation, or amended solicitation, provides a different definition;
- (2) The contracting parties agree to a different definition;
- (3) The part, subpart, or section of the FAR where the provision or clause is prescribed provides a different meaning; or
- (4) The word or term is defined in FAR Part 31, for use in the cost principles and procedures.

(b) The FAR Index is a guide to words and terms the FAR defines and shows where each definition is located. The FAR Index is available via the Internet at <http://www.acqnet.gov> at the end of the FAR, after the FAR Appendix.

(End of clause)

#### 52.203-3 GRATUITIES (APR 1984)

- (a) The right of the Contractor to proceed may be terminated by written notice if, after notice and hearing, the agency head or a designee determines that the Contractor, its agent, or another representative--
  - (1) Offered or gave a gratuity (e.g., an entertainment or gift) to an officer, official, or employee of the Government; and
  - (2) Intended, by the gratuity, to obtain a contract or favorable treatment under a contract.
- (b) The facts supporting this determination may be reviewed by any court having lawful jurisdiction.
- (c) If this contract is terminated under paragraph (a) of this clause, the Government is entitled--
  - (1) To pursue the same remedies as in a breach of the contract; and
  - (2) In addition to any other damages provided by law, to exemplary damages of not less than 3 nor more than 10 times the cost incurred by the Contractor in giving gratuities to the person concerned, as determined by the agency head or a designee. (This subparagraph (c)(2) is applicable only if this contract uses money appropriated to the Department of Defense.)
- (d) The rights and remedies of the Government provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

(End of clause)

#### 52.203-5 COVENANT AGAINST CONTINGENT FEES (APR 1984)

- (a) The Contractor warrants that no person or agency has been employed or retained to solicit or obtain this contract upon an agreement or understanding for a contingent fee, except a bona fide employee or agency. For breach or violation of this warranty, the Government shall have the right to annul this contract without liability or, in its discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of the contingent fee.
- (b) "Bona fide agency," as used in this clause, means an established commercial or selling agency, maintained by a



contractor for the purpose of securing business, that neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds itself out as being able to obtain any Government contract or contracts through improper influence.

"Bona fide employee," as used in this clause, means a person, employed by a contractor and subject to the contractor's supervision and control as to time, place, and manner of performance, who neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds out as being able to obtain any Government contract or contracts through improper influence.

"Contingent fee," as used in this clause, means any commission, percentage, brokerage, or other fee that is contingent upon the success that a person or concern has in securing a Government contract.

"Improper influence," as used in this clause, means any influence that induces or tends to induce a Government employee or officer to give consideration or to act regarding a Government contract on any basis other than the merits of the matter.

(End of clause)

#### 52.203-6 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (JUL 1995)

(a) Except as provided in (b) of this clause, the Contractor shall not enter into any agreement with an actual or prospective subcontractor, nor otherwise act in any manner, which has or may have the effect of restricting sales by such subcontractors directly to the Government of any item or process (including computer software) made or furnished by the subcontractor under this contract or under any follow-on production contract.

(b) The prohibition in (a) of this clause does not preclude the Contractor from asserting rights that are otherwise authorized by law or regulation.

(c) The Contractor agrees to incorporate the substance of this clause, including this paragraph (c), in all subcontracts under this contract which exceed \$100,000.

#### 52.203-7 ANTI-KICKBACK PROCEDURES. (JUL 1995)

(a) Definitions.

"Kickback," as used in this clause, means any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind which is provided, directly or indirectly, to any prime Contractor, prime Contractor employee, subcontractor, or subcontractor employee for the purpose of improperly obtaining or rewarding favorable treatment in connection with a prime contract or in connection with a subcontract relating to a prime contract.

"Person," as used in this clause, means a corporation, partnership, business association of any kind, trust, joint-stock company, or individual.

"Prime contract," as used in this clause, means a contract or contractual action entered into by the United States for the purpose of obtaining supplies, materials, equipment, or services of any kind.

"Prime Contractor," as used in this clause, means a person who has entered into a prime contract with the United States.

"Prime Contractor employee," as used in this clause, means any officer, partner, employee, or agent of a prime Contractor.

"Subcontract," as used in this clause, means a contract or contractual action entered into by a prime Contractor or subcontractor for the purpose of obtaining supplies, materials, equipment, or services of any kind under a prime contract.

"Subcontractor," as used in this clause, (1) means any person, other than the prime Contractor, who offers to furnish or furnishes any supplies, materials, equipment, or services of any kind under a prime contract or a subcontract entered into in connection with such prime contract, and (2) includes any person who offers to furnish or furnishes general supplies to the prime Contractor or a higher tier subcontractor.

"Subcontractor employee," as used in this clause, means any officer, partner, employee, or agent of a subcontractor.

(b) The Anti-Kickback Act of 1986 (41 U.S.C. 51-58) (the Act), prohibits any person from -

(1) Providing or attempting to provide or offering to provide any kickback;

(2) Soliciting, accepting, or attempting to accept any kickback; or

(3) Including, directly or indirectly, the amount of any kickback in the contract price charged by a prime Contractor to the United States or in the contract price charged by a subcontractor to a prime Contractor or higher tier subcontractor.

(c)(1) The Contractor shall have in place and follow reasonable procedures designed to prevent and detect possible violations described in paragraph (b) of this clause in its own operations and direct business relationships.

(2) When the Contractor has reasonable grounds to believe that a violation described in paragraph (b) of this clause may have occurred, the Contractor shall promptly report in writing the possible violation. Such reports shall be made to the inspector general of the contracting agency, the head of the contracting agency if the agency does not have an inspector general, or the Department of Justice.

(3) The Contractor shall cooperate fully with any Federal agency investigating a possible violation described in paragraph (b) of this clause.

(4) The Contracting Officer may (i) offset the amount of the kickback against any monies owed by the United States under the prime contract and/or (ii) direct that the Prime Contractor withhold, from sums owed a subcontractor under the prime contract, the amount of any kickback. The Contracting Officer may order the monies withheld under subdivision (c)(4)(ii) of this clause be paid over to the Government unless the Government has already offset those monies under subdivision (c)(4)(i) of this clause. In either case, the Prime Contractor shall notify the Contracting Officer when the monies are withheld.

(5) The Contractor agrees to incorporate the substance of this clause, including this subparagraph (c)(5) but excepting subparagraph (c)(1), in all subcontracts under this contract which exceed \$100,000.

(a) If the Government receives information that a contractor or a person has engaged in conduct constituting a violation of subsection (a), (b), (c), or (d) of Section 27 of the Office of Federal Procurement Policy Act (41 U.S.C. 423) (the Act), as amended by section 4304 of the 1996 National Defense Authorization Act for Fiscal Year 1996 (Pub. L. 104-106), the Government may--

(1) Cancel the solicitation, if the contract has not yet been awarded or issued; or

(2) Rescind the contract with respect to which--

(i) The Contractor or someone acting for the Contractor has been convicted for an offense where the conduct constitutes a violation of subsection 27(a) or (b) of the Act for the purpose of either--

(A) Exchanging the information covered by such subsections for anything of value; or

(B) Obtaining or giving anyone a competitive advantage in the award of a Federal agency procurement contract; or

(ii) The head of the contracting activity has determined, based upon a preponderance of the evidence, that the Contractor or someone acting for the Contractor has engaged in conduct constituting an offense punishable under subsections 27(e)(1) of the Act.

(b) If the Government rescinds the contract under paragraph (a) of this clause, the Government is entitled to recover, in addition to any penalty prescribed by law, the amount expended under the contract.

(c) The rights and remedies of the Government specified herein are not exclusive, and are in addition to any other rights and remedies provided by law, regulation, or under this contract.

(End of clause)

#### 52.203-10 PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)

(a) The Government, at its election, may reduce the price of a fixed-price type contract and the total cost and fee under a cost-type contract by the amount of profit or fee determined as set forth in paragraph (b) of this clause if the head of the contracting activity or designee determines that there was a violation of subsection 27 (a), (b), or (c) of the Office of Federal Procurement Policy Act, as amended (41 U.S.C. 423), as implemented in section 3.104 of the Federal Acquisition Regulation.

(b) The price or fee reduction referred to in paragraph (a) of this clause shall be--

(1) For cost-plus-fixed-fee contracts, the amount of the fee specified in the contract at the time of award;

(2) For cost-plus-incentive-fee contracts, the target fee specified in the contract at the time of award, notwithstanding any minimum fee or "fee floor" specified in the contract;

(3) For cost-plus-award-fee contracts--

(i) The base fee established in the contract at the time of contract award;

(ii) If no base fee is specified in the contract, 30 percent of the amount of each award fee otherwise payable to the Contractor for each award fee evaluation period or at each award fee determination point.

(4) For fixed-price-incentive contracts, the Government may--

(i) Reduce the contract target price and contract target profit both by an amount equal to the initial target profit specified in the contract at the time of contract award; or

(ii) If an immediate adjustment to the contract target price and contract target profit would have a significant adverse impact on the incentive price revision relationship under the contract, or adversely affect the contract financing provisions, the Contracting Officer may defer such adjustment until establishment of the total final price of the contract. The total final price established in accordance with the incentive price revision provisions of the contract shall be reduced by an amount equal to the initial target profit specified in the contract at the time of contract award and such reduced price shall be the total final contract price.

(5) For firm-fixed-price contracts, by 10 percent of the initial contract price or a profit amount determined by the Contracting Officer from records or documents in existence prior to the date of the contract award.

(c) The Government may, at its election, reduce a prime contractor's price or fee in accordance with the procedures of paragraph (b) of this clause for violations of the Act by its subcontractors by an amount not to exceed the amount of profit or fee reflected in the subcontract at the time the subcontract was first definitively priced.

(d) In addition to the remedies in paragraphs (a) and (c) of this clause, the Government may terminate this contract for default. The rights and remedies of the Government specified herein are not exclusive, and are in addition to any other rights and remedies provided by law or under this contract.

(End of clause)

#### 52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (JUN 2003)

(a) Definitions.

"Agency," as used in this clause, means executive agency as defined in 2.101.

"Covered Federal action," as used in this clause, means any of the following Federal actions:

(1) The awarding of any Federal contract.

(2) The making of any Federal grant.

(3) The making of any Federal loan.

(4) The entering into of any cooperative agreement.

(5) The extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

"Indian tribe" and "tribal organization," as used in this clause, have the meaning provided in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450B) and include Alaskan Natives.

"Influencing or attempting to influence," as used in this clause, means making, with the intent to influence, any communication to or appearance before an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any covered Federal action.

"Local government," as used in this clause, means a unit of government in a State and, if chartered, established, or otherwise recognized by a State for the performance of a governmental duty, including a local public authority, a

special district, an intrastate district, a council of governments, a sponsor group representative organization, and any other instrumentality of a local government.

"Officer or employee of an agency," as used in this clause, includes the following individuals who are employed by an agency:

- (1) An individual who is appointed to a position in the Government under Title 5, United States Code, including a position under a temporary appointment.
- (2) A member of the uniformed services, as defined in subsection 101(3), Title 37, United States Code.
- (3) A special Government employee, as defined in section 202, Title 18, United States Code.
- (4) An individual who is a member of a Federal advisory committee, as defined by the Federal Advisory Committee Act, Title 5, United States Code, appendix 2.

"Person," as used in this clause, means an individual, corporation, company, association, authority, firm, partnership, society, State, and local government, regardless of whether such entity is operated for profit, or not for profit. This term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Reasonable compensation," as used in this clause, means, with respect to a regularly employed officer or employee of any person, compensation that is consistent with the normal compensation for such officer or employee for work that is not furnished to, not funded by, or not furnished in cooperation with the Federal Government.

"Reasonable payment," as used in this clause, means, with respect to professional and other technical services, a payment in an amount that is consistent with the amount normally paid for such services in the private sector.

"Recipient," as used in this clause, includes the Contractor and all subcontractors. This term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Regularly employed," as used in this clause, means, with respect to an officer or employee of a person requesting or receiving a Federal contract, an officer or employee who is employed by such person for at least 130 working days within 1 year immediately preceding the date of the submission that initiates agency consideration of such person for receipt of such contract. An officer or employee who is employed by such person for less than 130 working days within 1 year immediately preceding the date of the submission that initiates agency consideration of such person shall be considered to be regularly employed as soon as he or she is employed by such person for 130 working days.

State, as used in this clause, means a State of the United States, the District of Columbia, or an outlying area of the United States, an agency or instrumentality of a State, and multi-State, regional, or interstate entity having governmental duties and powers.

(b) Prohibitions.

- (1) Section 1352 of Title 31, United States Code, among other things, prohibits a recipient of a Federal contract, grant, loan, or cooperative agreement from using appropriated funds to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract; the making of any Federal grant; the making of any Federal loan; the entering into of any cooperative agreement; or the modification of any Federal contract, grant, loan, or cooperative agreement.

(2) The Act also requires Contractors to furnish a disclosure if any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a Federal contract, grant, loan, or cooperative agreement.

(3) The prohibitions of the Act do not apply under the following conditions:

(i) Agency and legislative liaison by own employees.

(A) The prohibition on the use of appropriated funds, in subparagraph (b)(1) of this clause, does not apply in the case of a payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action if the payment is for agency and legislative liaison activities not directly related to a covered Federal action.

(B) For purposes of subdivision (b)(3)(i)(A) of this clause, providing any information specifically requested by an agency or Congress is permitted at any time.

(C) The following agency and legislative liaison activities are permitted at any time where they are not related to a specific solicitation for any covered Federal action:

(1) Discussing with an agency the qualities and characteristics (including individual demonstrations) of the person's products or services, conditions or terms of sale, and service capabilities.

(2) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.

(D) The following agency and legislative liaison activities are permitted where they are prior to formal solicitation of any covered Federal action--

(1) Providing any information not specifically requested but necessary for an agency to make an informed decision about initiation of a covered Federal action;

(2) Technical discussions regarding the preparation of an unsolicited proposal prior to its official submission; and

(3) Capability presentations by persons seeking awards from an agency pursuant to the provisions of the Small Business Act, as amended by Pub. L. 95-507, and subsequent amendments.

(E) Only those services expressly authorized by subdivision (b)(3)(i)(A) of this clause are permitted under this clause.

(ii) Professional and technical services.

(A) The prohibition on the use of appropriated funds, in subparagraph (b)(1) of this clause, does not apply in the case of--

(1) A payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action, if payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action.

(2) Any reasonable payment to a person, other than an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal

action if the payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action. Persons other than officers or employees of a person requesting or receiving a covered Federal action include consultants and trade associations.

(B) For purposes of subdivision (b)(3)(ii)(A) of this clause, "professional and technical services" shall be limited to advice and analysis directly applying any professional or technical discipline. For example, drafting of a legal document accompanying a bid or proposal by a lawyer is allowable. Similarly, technical advice provided by an engineer on the performance or operational capability of a piece of equipment rendered directly in the negotiation of a contract is allowable. However, communications with the intent to influence made by a professional (such as a licensed lawyer) or a technical person (such as a licensed accountant) are not allowable under this section unless they provide advice and analysis directly applying their professional or technical expertise and unless the advice or analysis is rendered directly and solely in the preparation, submission or negotiation of a covered Federal action. Thus, for example, communications with the intent to influence made by a lawyer that do not provide legal advice or analysis directly and solely related to the legal aspects of his or her client's proposal, but generally advocate one proposal over another are not allowable under this section because the lawyer is not providing professional legal services. Similarly, communications with the intent to influence made by an engineer providing an engineering analysis prior to the preparation or submission of a bid or proposal are not allowable under this section since the engineer is providing technical services but not directly in the preparation, submission or negotiation of a covered Federal action.

(C) Requirements imposed by or pursuant to law as a condition for receiving a covered Federal award include those required by law or regulation and any other requirements in the actual award documents.

(D) Only those services expressly authorized by subdivisions (b)(3)(ii)(A)(1) and (2) of this clause are permitted under this clause.

(E) The reporting requirements of FAR 3.803(a) shall not apply with respect to payments of reasonable compensation made to regularly employed officers or employees of a person.

(c) Disclosure.

(1) The Contractor who requests or receives from an agency a Federal contract shall file with that agency a disclosure form, OMB standard form LLL, Disclosure of Lobbying Activities, if such person has made or has agreed to make any payment using nonappropriated funds (to include profits from any covered Federal action), which would be prohibited under subparagraph (b)(1) of this clause, if paid for with appropriated funds.

(2) The Contractor shall file a disclosure form at the end of each calendar quarter in which there occurs any event that materially affects the accuracy of the information contained in any disclosure form previously filed by such person under subparagraph (c)(1) of this clause. An event that materially affects the accuracy of the information reported includes--

(i) A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action; or

(ii) A change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; or

(iii) A change in the officer(s), employee(s), or Member(s) contacted to influence or attempt to influence a covered Federal action.

(3) The Contractor shall require the submittal of a certification, and if required, a disclosure form by any person who requests or receives any subcontract exceeding \$100,000 under the Federal contract.

(4) All subcontractor disclosure forms (but not certifications) shall be forwarded from tier to tier until received by the prime Contractor. The prime Contractor shall submit all disclosures to the Contracting Officer at the end of the calendar quarter in which the disclosure form is submitted by the subcontractor. Each subcontractor certification shall be retained in the subcontract file of the awarding Contractor.

(d) Agreement. The Contractor agrees not to make any payment prohibited by this clause.

(e) Penalties.

(1) Any person who makes an expenditure prohibited under paragraph (a) of this clause or who fails to file or amend the disclosure form to be filed or amended by paragraph (b) of this clause shall be subject to civil penalties as provided for by 31 U.S.C. 1352. An imposition of a civil penalty does not prevent the Government from seeking any other remedy that may be applicable.

(2) Contractors may rely without liability on the representation made by their subcontractors in the certification and disclosure form.

(f) Cost allowability. Nothing in this clause makes allowable or reasonable any costs which would otherwise be unallowable or unreasonable. Conversely, costs made specifically unallowable by the requirements in this clause will not be made allowable under any other provision.

(End of clause)

#### 52.204-4 PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER (AUG 2000)

(a) Definitions. As used in this clause--

“Postconsumer material” means a material or finished product that has served its intended use and has been discarded for disposal or recovery, having completed its life as a consumer item. Postconsumer material is a part of the broader category of “recovered material.” For paper and paper products, postconsumer material means “postconsumer fiber” defined by the U.S. Environmental Protection Agency (EPA) as--

(1) Paper, paperboard, and fibrous materials from retail stores, office buildings, homes, and so forth, after they have passed through their end-usage as a consumer item, including: used corrugated boxes; old newspapers; old magazines; mixed waste paper; tabulating cards; and used cordage; or

(2) All paper, paperboard, and fibrous materials that enter and are collected from municipal solid waste; but not

(3) Fiber derived from printers' over-runs, converters' scrap, and over-issue publications.

“Printed or copied double-sided” means printing or reproducing a document so that information is on both sides of a sheet of paper.

“Recovered material,” for paper and paper products, is defined by EPA in its Comprehensive Procurement Guideline as “recovered fiber” and means the following materials:

(1) Postconsumer fiber; and

(2) Manufacturing wastes such as--



(i) Dry paper and paperboard waste generated after completion of the papermaking process (that is, those manufacturing operations up to and including the cutting and trimming of the paper machine reel into smaller rolls or rough sheets) including: envelope cuttings, bindery trimmings, and other paper and paperboard waste resulting from printing, cutting, forming, and other converting operations; bag, box, and carton manufacturing wastes; and butt rolls, mill wrappers, and rejected unused stock; and

(ii) Repulped finished paper and paperboard from obsolete inventories of paper and paperboard manufacturers, merchants, wholesalers, dealers, printers, converters, or others.

(b) In accordance with Section 101 of Executive Order 13101 of September 14, 1998, Greening the Government through Waste Prevention, Recycling, and Federal Acquisition, the Contractor is encouraged to submit paper documents, such as offers, letters, or reports, that are printed or copied double-sided on recycled paper that meet minimum content standards specified in Section 505 of Executive Order 13101, when not using electronic commerce methods to submit information or data to the Government.

(c) If the Contractor cannot purchase high-speed copier paper, offset paper, forms bond, computer printout paper, carbonless paper, file folders, white wove envelopes, writing and office paper, book paper, cotton fiber paper, and cover stock meeting the 30 percent postconsumer material standard for use in submitting paper documents to the Government, it should use paper containing no less than 20 percent postconsumer material. This lesser standard should be used only when paper meeting the 30 percent postconsumer material standard is not obtainable at a reasonable price or does not meet reasonable performance standards.

(End of clause)

#### 52.204-7 CENTRAL CONTRACTOR REGISTRATION (OCT 2003)

(a) Definitions. As used in this clause--

Central Contractor Registration (CCR) database means the primary Government repository for Contractor information required for the conduct of business with the Government.

Data Universal Numbering System (DUNS) number means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

Data Universal Numbering System +4 (DUNS+4) number means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see the FAR at Subpart 32.11) for the same parent concern.

Registered in the CCR database means that--

(1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database; and

(2) The Government has validated all mandatory data fields and has marked the record "Active".

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS +4" followed by the DUNS or DUNS +4 number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number--

(i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com>; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company Physical Street Address, City, State, and Zip Code.

(iv) Company Mailing Address, City, State and Zip Code (if separate from physical).

(v) Company Telephone Number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

(d) If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(g)(1)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of

its intention to (A) change the name in the CCR database; (B) comply with the requirements of Subpart 42.12 of the FAR; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see FAR Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(h) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423, or 269-961-5757.

(End of clause)

#### 52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (JAN 2005)

(a) The Government suspends or debar Contractors to protect the Government's interests. The Contractor shall not enter into any subcontract in excess of the \$25,000 with a Contractor that is debarred, suspended, or proposed for debarment unless there is a compelling reason to do so.

(b) The Contractor shall require each proposed first-tier subcontractor, whose subcontract will exceed \$25,000, to disclose to the Contractor, in writing, whether as of the time of award of the subcontract, the subcontractor, or its principles, is or is not debarred, suspended, or proposed for debarment by the Federal Government.

(c) A corporate officer or a designee of the Contractor shall notify the Contracting Officer, in writing, before entering into a subcontract with a party that is debarred, suspended, or proposed for debarment (see FAR 9.404 for information on the in the Excluded Parties List System). The notice must include the following:

(1) The name of the subcontractor.

(2) The Contractor's knowledge of the reasons for the subcontractor being in the Excluded Parties List System.

(3) The compelling reason(s) for doing business with the subcontractor notwithstanding its inclusion in the Excluded Parties List System.

(4) The systems and procedures the Contractor has established to ensure that it is fully protecting the Government's interests when dealing with such subcontractor in view of the specific basis for the party's debarment, suspension, or proposed debarment.

(End of clause)

## 52.215-2 AUDIT AND RECORDS--NEGOTIATION (JUN 1999)

(a) As used in this clause, "records" includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form.

(b) Examination of costs. If this is a cost-reimbursement, incentive, time-and-materials, labor-hour, or price redeterminable contract, or any combination of these, the Contractor shall maintain and the Contracting Officer, or an authorized representative of the Contracting Officer, shall have the right to examine and audit all records and other evidence sufficient to reflect properly all costs claimed to have been incurred or anticipated to be incurred directly or indirectly in performance of this contract. This right of examination shall include inspection at all reasonable times of the Contractor's plants, or parts of them, engaged in performing the contract.

(c) Cost or pricing data. If the Contractor has been required to submit cost or pricing data in connection with any pricing action relating to this contract, the Contracting Officer, or an authorized representative of the Contracting Officer, in order to evaluate the accuracy, completeness, and currency of the cost or pricing data, shall have the right to examine and audit all of the Contractor's records, including computations and projections, related to--

- (1) The proposal for the contract, subcontract, or modification;
- (2) The discussions conducted on the proposal(s), including those related to negotiating;
- (3) Pricing of the contract, subcontract, or modification; or
- (4) Performance of the contract, subcontract or modification.

(d) Comptroller General--(1) The Comptroller General of the United States, or an authorized representative, shall have access to and the right to examine any of the Contractor's directly pertinent records involving transactions related to this contract or a subcontract hereunder.

(2) This paragraph may not be construed to require the Contractor or subcontractor to create or maintain any record that the Contractor or subcontractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) Reports. If the Contractor is required to furnish cost, funding, or performance reports, the Contracting Officer or an authorized representative of the Contracting Officer shall have the right to examine and audit the supporting records and materials, for the purpose of evaluating (1) the effectiveness of the Contractor's policies and procedures to produce data compatible with the objectives of these reports and (2) the data reported.

(f) Availability. The Contractor shall make available at its office at all reasonable times the records, materials, and other evidence described in paragraphs (a), (b), (c), (d), and (e) of this clause, for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in Subpart 4.7, Contractor Records Retention, of the Federal Acquisition Regulation (FAR), or for any longer period required by statute or by other clauses of this contract. In addition--

- (1) If this contract is completely or partially terminated, the Contractor shall make available the records relating to the work terminated until 3 years after any resulting final termination settlement; and
- (2) The Contractor shall make available records relating to appeals under the Disputes clause or to litigation or the settlement of claims arising under or relating to this contract until such appeals, litigation, or claims are finally resolved.

(g) The Contractor shall insert a clause containing all the terms of this clause, including this paragraph (g), in all subcontracts under this contract that exceed the simplified acquisition threshold, and--

(1) That are cost-reimbursement, incentive, time-and-materials, labor-hour, or price-redeterminable type or any combination of these;

(2) For which cost or pricing data are required; or

(3) That require the subcontractor to furnish reports as discussed in paragraph (e) of this clause.

The clause may be altered only as necessary to identify properly the contracting parties and the Contracting Officer under the Government prime contract.

(End of clause)

#### 52.215-8 ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT (OCT 1997)

Any inconsistency in this solicitation or contract shall be resolved by giving precedence in the following order:

(a) The Schedule (excluding the specifications).

(b) Representations and other instructions.

(c) Contract clauses.

(d) Other documents, exhibits, and attachments.

(e) The specifications.

(End of clause)

#### 52.215-11 PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA--MODIFICATIONS (OCT 1997)

(a) This clause shall become operative only for any modification to this contract involving a pricing adjustment expected to exceed the threshold for submission of cost or pricing data at FAR 15.403-4, except that this clause does not apply to any modification if an exception under FAR 15.403-1 applies.

(b) If any price, including profit or fee, negotiated in connection with any modification under this clause, or any cost reimbursable under this contract, was increased by any significant amount because (1) the Contractor or a subcontractor furnished cost or pricing data that were not complete, accurate, and current as certified in its Certificate of Current Cost or Pricing Data, (2) a subcontractor or prospective subcontractor furnished the Contractor cost or pricing data that were not complete, accurate, and current as certified in the Contractor's Certificate of Current Cost or Pricing Data, or (3) any of these parties furnished data of any description that were not accurate, the price or cost shall be reduced accordingly and the contract shall be modified to reflect the reduction. This right to a price reduction is limited to that resulting from defects in data relating to modifications for which this clause becomes operative under paragraph (a) of this clause.

(c) Any reduction in the contract price under paragraph (b) of this clause due to defective data from a prospective subcontractor that was not subsequently awarded the subcontract shall be limited to the amount, plus applicable overhead and profit markup, by which--

(1) The actual subcontract; or

(2) The actual cost to the Contractor, if there was no subcontract, was less than the prospective subcontract cost estimate submitted by the Contractor; provided, that the actual subcontract price was not itself affected by defective cost or pricing data.

(d)(1) If the Contracting Officer determines under paragraph (b) of this clause that a price or cost reduction should be made, the Contractor agrees not to raise the following matters as a defense:

(i) The Contractor or subcontractor was a sole source supplier or otherwise was in a superior bargaining position and thus the price of the contract would not have been modified even if accurate, complete, and current cost or pricing data had been submitted.

(ii) The Contracting Officer should have known that the cost or pricing data in issue were defective even though the Contractor or subcontractor took no affirmative action to bring the character of the data to the attention of the Contracting Officer.

(iii) The contract was based on an agreement about the total cost of the contract and there was no agreement about the cost of each item procured under the contract.

(iv) The Contractor or subcontractor did not submit a Certificate of Current Cost or Pricing Data.

(2)(i) Except as prohibited by subdivision (d)(2)(ii) of this clause, an offset in an amount determined appropriate by the Contracting Officer based upon the facts shall be allowed against the amount of a contract price reduction if--

(A) The Contractor certifies to the Contracting Officer that, to the best of the Contractor's knowledge and belief, the Contractor is entitled to the offset in the amount requested; and

(B) The Contractor proves that the cost or pricing data were available before the "as of" date specified on its Certificate of Current Cost or Pricing Data, and that the data were not submitted before such date.

(ii) An offset shall not be allowed if--

(A) The understated data were known by the Contractor to be understated before the "as of" date specified on its Certificate of Current Cost or Pricing Data; or

(B) The Government proves that the facts demonstrate that the contract price would not have increased in the amount to be offset even if the available data had been submitted before the "as of" date specified on its Certificate of Current Cost or Pricing Data.

(e) If any reduction in the contract price under this clause reduces the price of items for which payment was made prior to the date of the modification reflecting the price reduction, the Contractor shall be liable to and shall pay the United States at the time such overpayment is repaid--

(1) Simple interest on the amount of such overpayment to be computed from the date(s) of overpayment to the Contractor to the date the Government is repaid by the Contractor at the applicable underpayment rate effective for each quarter prescribed by the Secretary of the Treasury under 26 U.S.C. 6621(a)(2); and

A penalty equal to the amount of the overpayment, if the Contractor or subcontractor knowingly submitted cost or pricing data that were incomplete, inaccurate, or noncurrent.

(End of clause)

**52.215-13 SUBCONTRACTOR COST OR PRICING DATA--MODIFICATIONS (OCT 1997)**

(a) The requirements of paragraphs (b) and (c) of this clause shall--

(1) Become operative only for any modification to this contract involving a pricing adjustment expected to exceed the threshold for submission of cost or pricing data at FAR 15.403-4; and

(2) Be limited to such modifications.

(b) Before awarding any subcontract expected to exceed the threshold for submission of cost or pricing data at FAR 15.403-4, on the date of agreement on price or the date of award, whichever is later; or before pricing any subcontract modification involving a pricing adjustment expected to exceed the threshold for submission of cost or pricing data at FAR 15.403-4, the Contractor shall require the subcontractor to submit cost or pricing data (actually or by specific identification in writing), unless an exception under FAR 15.403-1 applies.

(c) The Contractor shall require the subcontractor to certify in substantially the form prescribed in FAR 15.406-2 that, to the best of its knowledge and belief, the data submitted under paragraph (b) of this clause were accurate, complete, and current as of the date of agreement on the negotiated price of the subcontract or subcontract modification.

The Contractor shall insert the substance of this clause, including this paragraph (d), in each subcontract that exceeds the threshold for submission of cost or pricing data at FAR 15.403-4 on the date of agreement on price or the date of award, whichever is later.

(End of clause)

**52.215-14 INTEGRITY OF UNIT PRICES (OCT 1997)**

(a) Any proposal submitted for the negotiation of prices for items of supplies shall distribute costs within contracts on a basis that ensures that unit prices are in proportion to the items' base cost (e.g., manufacturing or acquisition costs). Any method of distributing costs to line items that distorts unit prices shall not be used. For example, distributing costs equally among line items is not acceptable except when there is little or no variation in base cost. Nothing in this paragraph requires submission of cost or pricing data not otherwise required by law or regulation.

(b) When requested by the Contracting Officer, the Offeror/Contractor shall also identify those supplies that it will not manufacture or to which it will not contribute significant value.

The Contractor shall insert the substance of this clause, less paragraph (b), in all subcontracts for other than: acquisitions at or below the simplified acquisition threshold in FAR Part 2; construction or architect-engineer services under FAR Part 36; utility services under FAR Part 41; services where supplies are not required; commercial items; and petroleum products.

(End of clause)

**52.215-15 PENSION ADJUSTMENTS AND ASSET REVERSIONS (OCT 2004)**

(a) The Contractor shall promptly notify the Contracting Officer in writing when it determines that it will terminate a defined-benefit pension plan or otherwise recapture such pension fund assets.

(b) For segment closings, pension plan terminations, or curtailment of benefits, the amount of the adjustment shall be--

(1) For contracts and subcontracts that are subject to full coverage under the Cost Accounting Standards (CAS) Board rules and regulations (48 CFR Chapter 99), the amount measured, assigned, and allocated in accordance with 48 CFR 9904.413-50(c)(12); and

(2) For contracts and subcontracts that are not subject to full coverage under the CAS, the amount measured, assigned, and allocated in accordance with 48 CFR 9904.413-50(c)(12), except the numerator of the fraction at 48 CFR 9904.413-50(c)(12)(vi) shall be the sum of the pension plan costs allocated to all non-CAS covered contracts and subcontracts that are subject to Federal Acquisition Regulation (FAR) Subpart 31.2 or for which cost or pricing data were submitted.

(c) For all other situations where assets revert to the Contractor, or such assets are constructively received by it for any reason, the Contractor shall, at the Government's option, make a refund or give a credit to the Government for its equitable share of the gross amount withdrawn. The Government's equitable share shall reflect the Government's participation in pension costs through those contracts for which cost or pricing data were submitted or that are subject to FAR Subpart 31.2.

(d) The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirement of FAR 15.408(g).

(End of clause)

#### 52.215-18 REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS (OCT 1997)

The Contractor shall promptly notify the Contracting Officer in writing when it determines that it will terminate or reduce a PRB plan. If PRB fund assets revert, or inure, to the Contractor or are constructively received by it under a plan termination or otherwise, the Contractor shall make a refund or give a credit to the Government for its equitable share as required by FAR 31.205-6(o)(6). The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirements of FAR 15.408(j).

(End of clause)

#### 52.215-19 NOTIFICATION OF OWNERSHIP CHANGES (OCT 1997)

(a) The Contractor shall make the following notifications in writing:

(1) When the Contractor becomes aware that a change in its ownership has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, the Contractor shall notify the Administrative Contracting Officer (ACO) within 30 days.

(2) The Contractor shall also notify the ACO within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership.



(b) The Contractor shall--

- (1) Maintain current, accurate, and complete inventory records of assets and their costs;
- (2) Provide the ACO or designated representative ready access to the records upon request;
- (3) Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractor's ownership changes; and
- (4) Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership change.

The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirement of FAR 15.408(k).

(End of clause)

#### 52.215-21 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA--MODIFICATIONS (OCT 1997)

(a) Exceptions from cost or pricing data. (1) In lieu of submitting cost or pricing data for modifications under this contract, for price adjustments expected to exceed the threshold set forth at FAR 15.403-4 on the date of the agreement on price or the date of the award, whichever is later, the Contractor may submit a written request for exception by submitting the information described in the following subparagraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable--

(i) Identification of the law or regulation establishing the price offered. If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.

(ii) Information on modifications of contracts or subcontracts for commercial items. (A) If--

(1) The original contract or subcontract was granted an exception from cost or pricing data requirements because the price agreed upon was based on adequate price competition or prices set by law or regulation, or was a contract or subcontract for the acquisition of a commercial item; and

(2) The modification (to the contract or subcontract) is not exempted based on one of these exceptions, then the Contractor may provide information to establish that the modification would not change the contract or subcontract from a contract or subcontract for the acquisition of a commercial item to a contract or subcontract for the acquisition of an item other than a commercial item.

(B) For a commercial item exception, the Contractor shall provide, at a minimum, information on prices at which the same item or similar items have previously been sold that is adequate for evaluating the reasonableness of the price of the modification. Such information may include--

(1) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to

the proposed quantities.

(2) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market.

(3) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.

(2) The Contractor grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this clause, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the Contractor's determination of the prices to be offered in the catalog or marketplace.

(b) Requirements for cost or pricing data. If the Contractor is not granted an exception from the requirement to submit cost or pricing data, the following applies:

(1) The Contractor shall submit cost or pricing data and supporting attachments in accordance with Table 15-2 of FAR 15.408.

As soon as practicable after agreement on price, but before award (except for unpriced actions), the Contractor shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406-2.

(End of clause)

#### 52.216-18 ORDERING. (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from the date of award through the conclusion of the base period. Award of a subsequent option period may warrant additional orders.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of clause)

#### 52.216-19 ORDER LIMITATIONS. (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than \$5,000.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor:

(1) Any order for a single item in excess of \$2,000,000;

(2) Any order for a combination of items in excess of \$2,000,000; or

(3) A series of orders from the same ordering office within 30 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 5 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

#### 52.216-22 INDEFINITE QUANTITY. (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum". The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum".

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after one year from date of award.

(End of clause)

#### 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 calendar days prior to completion of performance period.

(End of clause)

**52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)**

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed five years – that is, one base year and four option years.

(End of clause)

**52.219-6 NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE (JUN 2003)**

(a) Definition.

"Small business concern," as used in this clause, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the size standards in this solicitation.

(b) General. (1) Offers are solicited only from small business concerns. Offers received from concerns that are not small business concerns shall be considered nonresponsive and will be rejected.

(2) Any award resulting from this solicitation will be made to a small business concern.

(c) Agreement. A small business concern submitting an offer in its own name shall furnish, in performing the contract, only end items manufactured or produced by small business concerns in the United States or its outlying areas. If this procurement is processed under simplified **acquisition** procedures and the total amount of this contract does not exceed \$25,000, a small business concern may furnish the product of any domestic firm. This paragraph does not apply to construction or service contracts.

(End of clause)

**52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS (MAY 2004)**

(a) It is the policy of the United States that small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns, and women-owned small business concerns shall have the maximum practicable opportunity to participate in performing contracts let by any Federal agency, including contracts and subcontracts for subsystems, assemblies, components, and related services for major systems. It is further the policy of the United States that its prime contractors establish procedures to ensure the timely payment of amounts due pursuant to the terms of their subcontracts with small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns, and women-owned small business concerns.

(b) The Contractor hereby agrees to carry out this policy in the awarding of subcontracts to the fullest extent consistent with efficient contract performance. The Contractor further agrees to cooperate in any studies or surveys as may be conducted by the United States Small Business Administration or the awarding agency of the United States as may be necessary to determine the extent of the Contractor's compliance with this clause.

Definitions. As used in this contract--

HUBZone small business concern means a small business concern that appears on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration.

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

Small business concern means a small business as defined pursuant to Section 3 of the Small Business Act and relevant regulations promulgated pursuant thereto.

Small disadvantaged business concern means a small business concern that represents, as part of its offer that--

(1) It has received certification as a small disadvantaged business concern consistent with 13 CFR part 124, subpart B;

(2) No material change in disadvantaged ownership and control has occurred since its certification;

(3) Where the concern is owned by one or more individuals, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(4) It is identified, on the date of its representation, as a certified small disadvantaged business in the database maintained by the Small Business Administration (PRO-Net).

Veteran-owned small business concern means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

Women-owned small business concern means a small business concern--

(1) That is at least 51 percent owned by one or more women, or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) Contractors acting in good faith may rely on written representations by their subcontractors regarding their status as a small business concern, a veteran-owned small business concern, a service-disabled veteran-owned small business concern, a HUBZone small business concern, a small disadvantaged business concern, or a women-owned small business concern.

(End of clause)

#### 52.219-9 SMALL BUSINESS SUBCONTRACTING PLAN (JAN 2002)

(a) This clause does not apply to small business concerns.

(b) Definitions. As used in this clause--

“Commercial item” means a product or service that satisfies the definition of commercial item in section 2.101 of the Federal Acquisition Regulation.

“Commercial plan” means a subcontracting plan (including goals) that covers the offeror’s fiscal year and that applies to the entire production of commercial items sold by either the entire company or a portion thereof (e.g., division, plant, or product line).

“Individual contract plan” means a subcontracting plan that covers the entire contract period (including option periods), applies to a specific contract, and has goals that are based on the offeror’s planned subcontracting in support of the specific contract except that indirect costs incurred for common or joint purposes may be allocated on a prorated basis to the contract.

“Master plan” means a subcontracting plan that contains all the required elements of an individual contract plan, except goals, and may be incorporated into individual contract plans, provided the master plan has been approved.

“Subcontract” means any agreement (other than one involving an employer-employee relationship) entered into by a Federal Government prime Contractor or subcontractor calling for supplies or services required for performance of the contract or subcontract.

(c) The offeror, upon request by the Contracting Officer, shall submit and negotiate a subcontracting plan, where applicable, that separately addresses subcontracting with small business concerns, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business concerns, small disadvantaged business, and with women-owned small business concerns. If the offeror is submitting an individual contract plan, the plan must separately address subcontracting with small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns with a separate part for the basic contract and separate parts for each option (if any). The plan shall be included in and made a part of the resultant contract. The subcontracting plan shall be negotiated within the time specified by the Contracting Officer. Failure to submit and negotiate the subcontracting plan shall make the offeror ineligible for award of a contract.

(d) The offeror’s subcontracting plan shall include the following:

(1) Goals, expressed in terms of percentages of total planned subcontracting dollars, for the use of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns as subcontractors. The offeror shall include all subcontracts that contribute to contract performance, and may include a proportionate share of products and services that are normally allocated as indirect costs.

(2) A statement of --

(i) Total dollars planned to be subcontracted for an individual contract plan; or the offeror's total projected sales, expressed in dollars, and the total value of projected subcontracts to support the sales for a commercial plan;

(ii) Total dollars planned to be subcontracted to small business concerns;

(iii) Total dollars planned to be subcontracted to veteran-owned small business concerns;

(iv) Total dollars planned to be subcontracted to service-disabled veteran-owned small business;

(v) Total dollars planned to be subcontracted to HUBZone small business concerns;

(vi) Total dollars planned to be subcontracted to small disadvantaged business concerns; and

(vii) Total dollars planned to be subcontracted to women-owned small business concerns.

(3) A description of the principal types of supplies and services to be subcontracted, and an identification of the types planned for subcontracting to --

(i) Small business concerns,

(ii) Veteran-owned small business concerns;

(iii) Service-disabled veteran-owned small business concerns;

(iv) HUBZone small business concerns;

(v) Small disadvantaged business concerns, and

(vi) Women-owned small business concerns.

(4) A description of the method used to develop the subcontracting goals in paragraph (d)(1) of this clause.

(5) A description of the method used to identify potential sources for solicitation purposes (e.g., existing company source lists, the Procurement Marketing and Access Network (PRO-Net) of the Small Business Administration (SBA), veterans service organizations, the National Minority Purchasing Council Vendor Information Service, the Research and Information Division of the Minority Business Development Agency in the Department of Commerce, or small, HUBZone, small disadvantaged, and women-owned small business trade associations). A firm may rely on the information contained in PRO-Net as an accurate representation of a concern's size and ownership characteristics for the purposes of maintaining a small, veteran-owned small, service-disabled veteran-owned small, HUBZone small, small disadvantaged, and women-owned small business source list. Use of PRO-Net as its source list does not relieve a firm of its responsibilities (e.g., outreach, assistance, counseling, or publicizing subcontracting opportunities) in this clause.

(6) A statement as to whether or not the offeror included indirect costs in establishing subcontracting goals, and a description of the method used to determine the proportionate share of indirect costs to be incurred with --

- (i) Small business concerns;
  - (ii) Veteran-owned small business concerns;
  - (iii) Service-disabled veteran-owned small business concerns;
  - (iv) HUBZone small business concerns;
  - (v) Small disadvantaged business concerns; and
  - (vi) Women-owned small business concerns.
- (7) The name of the individual employed by the offeror who will administer the offeror's subcontracting program, and a description of the duties of the individual.
- (8) A description of the efforts the offeror will make to assure that small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns have an equitable opportunity to compete for subcontracts.
- (9) Assurances that the offeror will include the clause of this contract entitled "Utilization of Small Business Concerns" in all subcontracts that offer further subcontracting opportunities, and that the offeror will require all subcontractors (except small business concerns) that receive subcontracts in excess of \$500,000 (\$1,000,000 for construction of any public facility) to adopt a plan similar to the plan that complies with the requirements of this clause.
- (10) Assurances that the offeror will --
- (i) Cooperate in any studies or surveys as may be required;
  - (ii) Submit periodic reports so that the Government can determine the extent of compliance by the offeror with the subcontracting plan;
  - (iii) Submit Standard Form (SF) 294, Subcontracting Report for Individual Contracts, and/or SF 295, Summary Subcontract Report, in accordance with the paragraph (j) of this clause. The reports shall provide information on subcontract awards to small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns, women-owned small business concerns, and Historically Black Colleges and Universities and Minority Institutions. Reporting shall be in accordance with the instructions on the forms or as provided in agency regulations.
  - (iv) Ensure that its subcontractors agree to submit SF 294 and 295.
- (11) A description of the types of records that will be maintained concerning procedures that have been adopted to comply with the requirements and goals in the plan, including establishing source lists; and a description of the offeror's efforts to locate small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns and award subcontracts to them. The records shall include at least the following (on a plant-wide or company-wide basis, unless otherwise indicated):
- (i) Source lists (e.g., PRO-Net), guides, and other data that identify small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns.



(ii) Organizations contacted in an attempt to locate sources that are small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, or women-owned small business concerns.

(iii) Records on each subcontract solicitation resulting in an award of more than \$100,000, indicating --

(A) Whether small business concerns were solicited and if not, why not;

(B) Whether veteran-owned small business concerns were solicited and, if not, why not;

(C) Whether service-disabled veteran-owned small business concerns were solicited and, if not, why not;

(D) Whether HUBZone small business concerns were solicited and, if not, why not;

(E) Whether small disadvantaged business concerns were solicited and if not, why not;

(F) Whether women-owned small business concerns were solicited and if not, why not; and

(G) If applicable, the reason award was not made to a small business concern.

(iv) Records of any outreach efforts to contact --

(A) Trade associations;

(B) Business development organizations;

(C) Conferences and trade fairs to locate small, HUBZone small, small disadvantaged, and women-owned small business sources; and

(D) Veterans service organizations.

(v) Records of internal guidance and encouragement provided to buyers through --

(A) Workshops, seminars, training, etc., and

(B) Monitoring performance to evaluate compliance with the program's requirements.

(vi) On a contract-by-contract basis, records to support award data submitted by the offeror to the Government, including the name, address, and business size of each subcontractor. Contractors having commercial plans need not comply with this requirement.

(e) In order to effectively implement this plan to the extent consistent with efficient contract performance, the Contractor shall perform the following functions:

(1) Assist small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns by arranging solicitations, time for the preparation of bids, quantities, specifications, and delivery schedules so as to facilitate the participation by such concerns. Where the Contractor's lists of potential small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business subcontractors are excessively long, reasonable effort shall be made to give all such small business concerns an opportunity to compete over a period of time.

(2) Provide adequate and timely consideration of the potentialities of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns in all “make-or-buy” decisions.

(3) Counsel and discuss subcontracting opportunities with representatives of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business firms.

(4) Provide notice to subcontractors concerning penalties and remedies for misrepresentations of business status as small, veteran-owned small business, HUBZone small, small disadvantaged or women-owned small business for the purpose of obtaining a subcontract that is to be included as part or all of a goal contained in the Contractor’s subcontracting plan.

(f) A master plan on a plant or division-wide basis that contains all the elements required by paragraph (d) of this clause, except goals, may be incorporated by reference as a part of the subcontracting plan required of the offeror by this clause; provided --

(1) The master plan has been approved;

(2) The offeror ensures that the master plan is updated as necessary and provides copies of the approved master plan, including evidence of its approval, to the Contracting Officer; and

(3) Goals and any deviations from the master plan deemed necessary by the Contracting Officer to satisfy the requirements of this contract are set forth in the individual subcontracting plan.

(g) A commercial plan is the preferred type of subcontracting plan for contractors furnishing commercial items. The commercial plan shall relate to the offeror’s planned subcontracting generally, for both commercial and Government business, rather than solely to the Government contract. Commercial plans are also preferred for subcontractors that provide commercial items under a prime contract, whether or not the prime contractor is supplying a commercial item.

(h) Prior compliance of the offeror with other such subcontracting plans under previous contracts will be considered by the Contracting Officer in determining the responsibility of the offeror for award of the contract.

(i) The failure of the Contractor or subcontractor to comply in good faith with --

(1) The clause of this contract entitled “Utilization Of Small Business Concerns;” or

(2) An approved plan required by this clause, shall be a material breach of the contract.

(j) The Contractor shall submit the following reports:

(1) Standard Form 294, Subcontracting Report for Individual Contracts. This report shall be submitted to the Contracting Officer semiannually and at contract completion. The report covers subcontract award data related to this contract. This report is not required for commercial plans.

(2) Standard Form 295, Summary Subcontract Report. This report encompasses all the contracts with the awarding agency. It must be submitted semi-annually for contracts with the Department of Defense and annually for contracts with civilian agencies. If the reporting activity is covered by a commercial plan, the reporting activity must report annually all subcontract awards under that plan. All reports submitted at the close of each fiscal year (both individual and commercial plans) shall include a breakout, in the Contractor’s format, of subcontract awards, in whole dollars, to small disadvantaged business concerns by North American Industry Classification System (NAICS) Industry Subsector. For a commercial plan, the Contractor may obtain from each of its subcontractors a predominant NAICS Industry Subsector and report all awards to that subcontractor under its predominant NAICS Industry Subsector.

(End of clause)

52.219-14 LIMITATIONS ON SUBCONTRACTING (DEC 1996)

- (a) This clause does not apply to the unrestricted portion of a partial set-aside.
- (b) By submission of an offer and execution of a contract, the Offeror/Contractor agrees that in performance of the contract in the case of a contract for--
  - (1) Services (except construction). At least 50 percent of the cost of contract performance incurred for personnel shall be expended for employees of the concern.
  - (2) Supplies (other than procurement from a nonmanufacturer of such supplies). The concern shall perform work for at least 50 percent of the cost of manufacturing the supplies, not including the cost of materials.
  - (3) General construction. The concern will perform at least 15 percent of the cost of the contract, not including the cost of materials, with its own employees.
  - (4) Construction by special trade contractors. The concern will perform at least 25 percent of the cost of the contract, not including the cost of materials, with its own employees.

52.219-16 LIQUIDATED DAMAGES-SUBCONTRACTING PLAN (JAN 1999)

- (a) Failure to make a good faith effort to comply with the subcontracting plan, as used in this clause, means a willful or intentional failure to perform in accordance with the requirements of the subcontracting plan approved under the clause in this contract entitled "Small Business Subcontracting Plan," or willful or intentional action to frustrate the plan.
- (b) Performance shall be measured by applying the percentage goals to the total actual subcontracting dollars or, if a commercial plan is involved, to the pro rata share of actual subcontracting dollars attributable to Government contracts covered by the commercial plan. If, at contract completion or, in the case of a commercial plan, at the close of the fiscal year for which the plan is applicable, the Contractor has failed to meet its subcontracting goals and the Contracting Officer decides in accordance with paragraph (c) of this clause that the Contractor failed to make a good faith effort to comply with its subcontracting plan, established in accordance with the clause in this contract entitled "Small Business Subcontracting Plan," the Contractor shall pay the Government liquidated damages in an amount stated. The amount of probable damages attributable to the Contractor's failure to comply shall be an amount equal to the actual dollar amount by which the Contractor failed to achieve each subcontract goal.
- (c) Before the Contracting Officer makes a final decision that the Contractor has failed to make such good faith effort, the Contracting Officer shall give the Contractor written notice specifying the failure and permitting the Contractor to demonstrate what good faith efforts have been made and to discuss the matter. Failure to respond to the notice may be taken as an admission that no valid explanation exists. If, after consideration of all the pertinent data, the Contracting Officer finds that the Contractor failed to make a good faith effort to comply with the subcontracting plan, the Contracting Officer shall issue a final decision to that effect and require that the Contractor pay the Government liquidated damages as provided in paragraph (b) of this clause.
- (d) With respect to commercial plans, the Contracting Officer who approved the plan will perform the functions of the Contracting Officer under this clause on behalf of all agencies with contracts covered by the commercial plan.

(e) The Contractor shall have the right of appeal, under the clause in this contract entitled Disputes, from any final decision of the Contracting Officer.

(f) Liquidated damages shall be in addition to any other remedies that the Government may have.

(End of clause)

#### 52.222-1 NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (FEB 1997)

If the Contractor has knowledge that any actual or potential labor dispute is delaying or threatens to delay the timely performance of this contract, the Contractor shall immediately give notice, including all relevant information, to the Contracting Officer.

(End of clause)

#### 52.222-3 CONVICT LABOR (JUN 2003)

(a) Except as provided in paragraph (b) of this clause, the Contractor shall not employ in the performance of this contract any person undergoing a sentence of imprisonment imposed by any court of a State, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, or the U.S. Virgin Islands.

(b) The Contractor is not prohibited from employing persons--

(1) On parole or probation to work at paid employment during the term of their sentence;

(2) Who have been pardoned or who have served their terms; or

(3) Confined for violation of the laws of any of the States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, or the U.S. Virgin Islands who are authorized to work at paid employment in the community under the laws of such jurisdiction, if--

(i) The worker is paid or is in an approved work training program on a voluntary basis;

(ii) Representatives of local union central bodies or similar labor union organizations have been consulted;

(iii) Such paid employment will not result in the displacement of employed workers, or be applied in skills, crafts, or trades in which there is a surplus of available gainful labor in the locality, or impair existing contracts for services;

(iv) The rates of pay and other conditions of employment will not be less than those paid or provided for work of a similar nature in the locality in which the work is being performed; and

(v) The Attorney General of the United States has certified that the work-release laws or **regulations** of the jurisdiction involved are in conformity with the requirements of Executive Order 11755, as amended by Executive Orders 12608 and 12943.

(End of clause)

#### 52.222-21 PROHIBITION OF SEGREGATED FACILITIES (FEB 1999)

(a) Segregated facilities, as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.

(b) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Opportunity clause in this contract.

(c) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Opportunity clause of this contract.

(End of clause)

#### 52.222-26 EQUAL OPPORTUNITY (APR 2002)

(a) Definition. United States, as used in this clause, means the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.

(b) If, during any 12-month period (including the 12 months preceding the award of this contract), the Contractor has been or is awarded nonexempt Federal contracts and/or subcontracts that have an aggregate value in excess of \$10,000, the Contractor shall comply with paragraphs (b)(1) through (b)(11) of this clause, except for work performed outside the United States by employees who were not recruited within the United States. Upon request, the Contractor shall provide information necessary to determine the applicability of this clause.

(1) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. However, it shall not be a violation of this clause for the Contractor to extend a publicly announced preference in employment to Indians living on or near an Indian reservation, in connection with employment opportunities on or near an Indian reservation, as permitted by 41 CFR 60-1.5.

(2) The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. This shall include, but not be limited to, (i) employment, (ii) upgrading, (iii) demotion, (iv) transfer, (v) recruitment or recruitment advertising, (vi) layoff or termination, (vii) rates of pay or other forms of compensation, and (viii) selection for training, including apprenticeship.

(3) The Contractor shall post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer that explain this clause.

(4) The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(5) The Contractor shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the Contracting Officer advising the labor union or workers' representative of the Contractor's commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.

(6) The Contractor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.

(7) The Contractor shall furnish to the contracting agency all information required by Executive Order 11246, as amended, and by the rules, regulations, and orders of the Secretary of Labor. The Contractor shall also file Standard Form 100 (EEO-1), or any successor form, as prescribed in 41 CFR part 60-1. Unless the Contractor has filed within the 12 months preceding the date of contract award, the Contractor shall, within 30 days after contract award, apply to either the regional Office of Federal Contract Compliance Programs (OFCCP) or the local office of the Equal Employment Opportunity Commission for the necessary forms.

(8) The Contractor shall permit access to its premises, during normal business hours, by the contracting agency or the OFCCP for the purpose of conducting on-site compliance evaluations and complaint investigations. The Contractor shall permit the Government to inspect and copy any books, accounts, records (including computerized records), and other material that may be relevant to the matter under investigation and pertinent to compliance with Executive Order 11246, as amended, and rules and regulations that implement the Executive Order.

(9) If the OFCCP determines that the Contractor is not in compliance with this clause or any rule, regulation, or order of the Secretary of Labor, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts, under the procedures authorized in Executive Order 11246, as amended. In addition, sanctions may be imposed and remedies invoked against the Contractor as provided in Executive Order 11246, as amended; in the rules, regulations, and orders of the Secretary of Labor; or as otherwise provided by law.

(10) The Contractor shall include the terms and conditions of subparagraphs (b)(1) through (11) of this clause in every subcontract or purchase order that is not exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended, so that these terms and conditions will be binding upon each subcontractor or vendor.

(11) The Contractor shall take such action with respect to any subcontract or purchase order as the contracting officer may direct as a means of enforcing these terms and conditions, including sanctions for noncompliance; provided, that if the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of any direction, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

(c) Notwithstanding any other clause in this contract, disputes relative to this clause will be governed by the procedures in 41 CFR 60-1.1.

(End of clause)

#### 52.222-35 EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (DEC 2001)

(a) Definitions. As used in this clause--

All employment openings means all positions except executive and top management, those positions that will be filled from within the Contractor's organization, and positions lasting 3 days or less. This term includes full-time employment, temporary employment of more than 3 days duration, and part-time employment.

Executive and top management means any employee--

(1) Whose primary duty consists of the management of the enterprise in which the individual is employed or of a customarily recognized department or subdivision thereof;

(2) Who customarily and regularly directs the work of two or more other employees;

(3) Who has the authority to hire or fire other employees or whose suggestions and recommendations as to the hiring or firing and as to the advancement and promotion or any other change of status of other employees will be given particular weight;

(4) Who customarily and regularly exercises discretionary powers; and

(5) Who does not devote more than 20 percent or, in the case of an employee of a retail or service establishment, who does not devote more than 40 percent of total hours of work in the work week to activities that are not directly and closely related to the performance of the work described in paragraphs (1) through (4) of this definition. This paragraph (5) does not apply in the case of an employee who is in sole charge of an establishment or a physically separated branch establishment, or who owns at least a 20 percent interest in the enterprise in which the individual is employed.

Other eligible veteran means any other veteran who served on active duty during a war or in a campaign or expedition for which a campaign badge has been authorized.

Positions that will be filled from within the Contractor's organization means employment openings for which the Contractor will give no consideration to persons outside the Contractor's organization (including any affiliates, subsidiaries, and parent companies) and includes any openings the Contractor proposes to fill from regularly established "recall" lists. The exception does not apply to a particular opening once an employer decides to consider applicants outside of its organization.

Qualified special disabled veteran means a special disabled veteran who satisfies the requisite skill, experience, education, and other job-related requirements of the employment position such veteran holds or desires, and who, with or without reasonable accommodation, can perform the essential functions of such position.

Special disabled veteran means--

(1) A veteran who is entitled to compensation (or who but for the receipt of military retired pay would be entitled to compensation) under laws administered by the Department of Veterans Affairs for a disability--

(i) Rated at 30 percent or more; or

(ii) Rated at 10 or 20 percent in the case of a veteran who has been determined under 38 U.S.C. 3106 to have a serious employment handicap (i.e., a significant impairment of the veteran's ability to prepare for, obtain, or retain employment consistent with the veteran's abilities, aptitudes, and interests); or

(2) A person who was discharged or released from active duty because of a service-connected disability.

Veteran of the Vietnam era means a person who--

(1) Served on active duty for a period of more than 180 days and was discharged or released from active duty with other than a dishonorable discharge, if any part of such active duty occurred--

(i) In the Republic of Vietnam between February 28, 1961, and May 7, 1975; or

(ii) Between August 5, 1964, and May 7, 1975, in all other cases; or

(2) Was discharged or released from active duty for a service-connected disability if any part of the active duty was performed--

(i) In the Republic of Vietnam between February 28, 1961, and May 7, 1975; or

(ii) Between August 5, 1964, and May 7, 1975, in all other cases.

(b) General. (1) The Contractor shall not discriminate against the individual because the individual is a special disabled veteran, a veteran of the Vietnam era, or other eligible veteran, regarding any position for which the employee or applicant for employment is qualified. The Contractor shall take affirmative action to employ, advance in employment, and otherwise treat qualified special disabled veterans, veterans of the Vietnam era, and other eligible veterans without discrimination based upon their disability or veterans' status in all employment practices such as--

(i) Recruitment, advertising, and job application procedures;

(ii) Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff and rehiring;

(iii) Rate of pay or any other form of compensation and changes in compensation;

(iv) Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;

(v) Leaves of absence, sick leave, or any other leave;

(vi) Fringe benefits available by virtue of employment, whether or not administered by the Contractor;

(vii) Selection and financial support for training, including apprenticeship, and on-the-job training under 38 U.S.C. 3687, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training;

(viii) Activities sponsored by the Contractor including social or recreational programs; and

(ix) Any other term, condition, or privilege of employment.

(2) The Contractor shall comply with the rules, regulations, and relevant orders of the Secretary of Labor issued under the Vietnam Era Veterans' Readjustment Assistance Act of 1972 (the Act), as amended (38 U.S.C. 4211 and 4212).

(c) Listing openings. (1) The Contractor shall immediately list all employment openings that exist at the time of the execution of this contract and those which occur during the performance of this contract, including those not generated by this contract, and including those occurring at an establishment of the Contractor other than the one where the contract is being performed, but excluding those of independently operated corporate affiliates, at an appropriate local public employment service office of the State wherein the opening occurs. Listing employment openings with the U.S. Department of Labor's America's Job Bank shall satisfy the requirement to list jobs with the local employment service office.

(2) The Contractor shall make the listing of employment openings with the local employment service office at least concurrently with using any other recruitment source or effort and shall involve the normal obligations of placing a bona fide job order, including accepting referrals of veterans and nonveterans. This listing of employment openings does not require hiring any particular job applicant or hiring from any particular group of job applicants and is not intended to relieve the Contractor from any requirements of Executive orders or regulations concerning nondiscrimination in employment.



(3) Whenever the Contractor becomes contractually bound to the listing terms of this clause, it shall advise the State public employment agency in each State where it has establishments of the name and location of each hiring location in the State. As long as the Contractor is contractually bound to these terms and has so advised the State agency, it need not advise the State agency of subsequent contracts. The Contractor may advise the State agency when it is no longer bound by this contract clause.

(d) Applicability. This clause does not apply to the listing of employment openings that occur and are filled outside the 50 States, the District of Columbia, the Commonwealth of Puerto Rico, the Commonwealth of the Northern Mariana Islands, American Samoa, Guam, the Virgin Islands of the United States, and Wake Island.

(e) Postings. (1) The Contractor shall post employment notices in conspicuous places that are available to employees and applicants for employment.

(2) The employment notices shall--

(i) State the rights of applicants and employees as well as the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified employees and applicants who are special disabled veterans, veterans of the Vietnam era, and other eligible veterans; and

(ii) Be in a form prescribed by the Deputy Assistant Secretary for Federal Contract Compliance Programs, Department of Labor (Deputy Assistant Secretary of Labor), and provided by or through the Contracting Officer.

(3) The Contractor shall ensure that applicants or employees who are special disabled veterans are informed of the contents of the notice (e.g., the Contractor may have the notice read to a visually disabled veteran, or may lower the posted notice so that it can be read by a person in a wheelchair).

(4) The Contractor shall notify each labor union or representative of workers with which it has a collective bargaining agreement, or other contract understanding, that the Contractor is bound by the terms of the Act and is committed to take affirmative action to employ, and advance in employment, qualified special disabled veterans, veterans of the Vietnam era, and other eligible veterans.

(f) Noncompliance. If the Contractor does not comply with the requirements of this clause, the Government may take appropriate actions under the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

(g) Subcontracts. The Contractor shall insert the terms of this clause in all subcontracts or purchase orders of \$25,000 or more unless exempted by rules, regulations, or orders of the Secretary of Labor. The Contractor shall act as specified by the Deputy Assistant Secretary of Labor to enforce the terms, including action for noncompliance.

(End of clause)

#### 52.222-36 AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (JUN 1998)

(a) General. (1) Regarding any position for which the employee or applicant for employment is qualified, the Contractor shall not discriminate against any employee or applicant because of physical or mental disability. The Contractor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified individuals with disabilities without discrimination based upon their physical or mental disability in all employment practices such as--

(i) Recruitment, advertising, and job application procedures;

(ii) Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff, and rehiring;

(iii) Rates of pay or any other form of compensation and changes in compensation;

(iv) Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;

(v) Leaves of absence, sick leave, or any other leave;

(vi) Fringe benefits available by virtue of employment, whether or not administered by the Contractor;

(vii) Selection and financial support for training, including apprenticeships, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training;

(viii) Activities sponsored by the Contractor, including social or recreational programs; and

(ix) Any other term, condition, or privilege of employment.

(2) The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor (Secretary) issued under the Rehabilitation Act of 1973 (29 U.S.C. 793) (the Act), as amended.

(b) Postings. (1) The Contractor agrees to post employment notices stating--

(i) The Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified individuals with disabilities; and

(ii) The rights of applicants and employees.

(2) These notices shall be posted in conspicuous places that are available to employees and applicants for employment. The Contractor shall ensure that applicants and employees with disabilities are informed of the contents of the notice (e.g., the Contractor may have the notice read to a visually disabled individual, or may lower the posted notice so that it might be read by a person in a wheelchair). The notices shall be in a form prescribed by the Deputy Assistant Secretary for Federal Contract Compliance of the U.S. Department of Labor (Deputy Assistant Secretary) and shall be provided by or through the Contracting Officer.

(3) The Contractor shall notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of Section 503 of the Act and is committed to take affirmative action to employ, and advance in employment, qualified individuals with physical or mental disabilities.

(c) Noncompliance. If the Contractor does not comply with the requirements of this clause, appropriate actions may be taken under the rules, regulations, and relevant orders of the Secretary issued pursuant to the Act.

(d) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order in excess of \$10,000 unless exempted by rules, regulations, or orders of the Secretary. The Contractor shall act as specified by the Deputy Assistant Secretary to enforce the terms, including action for noncompliance.

(End of clause)

(a) Unless the Contractor is a State or local government agency, the Contractor shall report at least annually, as required by the Secretary of Labor, on--

(1) The number of disabled veterans and the number of veterans of the Vietnam era in the workforce of the contractor by job category and hiring location; and

(2) The total number of new employees hired during the period covered by the report, and of that total, the number of disabled veterans, and the number of veterans of the Vietnam era.

(b) The above items shall be reported by completing the form entitled "Federal Contractor Veterans' Employment Report VETS-100."

(c) Reports shall be submitted no later than September 30 of each year beginning September 30, 1988.

(d) The employment activity report required by paragraph (a)(2) of this clause shall reflect total hires during the most recent 12-month period as of the ending date selected for the employment profile report required by paragraph (a)(1) of this clause. Contractors may select an ending date: (1) As of the end of any pay period during the period January through March 1st of the year the report is due, or (2) as of December 31, if the contractor has previous written approval from the Equal Employment Opportunity Commission to do so for purposes of submitting the Employer Information Report EEO-1 (Standard Form 100).

(e) The count of veterans reported according to paragraph (a) of this clause shall be based on voluntary disclosure. Each Contractor subject to the reporting requirements at 38 U.S.C. 4212 shall invite all disabled veterans and veterans of the Vietnam era who wish to benefit under the affirmative action program at 38 U.S.C. 4212 to identify themselves to the Contractor. The invitation shall state that the information is voluntarily provided; that the information will be kept confidential; that disclosure or refusal to provide the information will not subject the applicant or employee to any adverse treatment; and that the information will be used only in accordance with the regulations promulgated under 38 U.S.C. 4212.

(f) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order of \$10,000 or more unless exempted by rules, regulations, or orders of the Secretary.

(End of clause)

#### 52.222-41 SERVICE CONTRACT ACT OF 1965, AS AMENDED (MAY 1989)

(a) Definitions. "Act," as used in this clause, means the Service Contract Act of 1965, as amended (41 U.S.C. 351, et seq.).

"Contractor," as used in this clause or in any subcontract, shall be deemed to refer to the subcontractor, except in the term "Government Prime Contractor."

"Service employee," as used in this clause, means any person engaged in the performance of this contract other than any person employed in a bona fide executive, administrative, or professional capacity, as these terms are defined in Part 541 of Title 29, Code of Federal Regulations, as revised. It includes all such persons regardless of any contractual relationship that may be alleged to exist between a Contractor or subcontractor and such persons.

(b) Applicability. This contract is subject to the following provisions and to all other applicable provisions of the Act and regulations of the Secretary of Labor (29 CFR Part 4). This clause does not apply to contracts or subcontracts administratively exempted by the Secretary of Labor or exempted by 41 U.S.C. 356, as interpreted in Subpart C of 29

## CFR Part 4.

(c) Compensation. (1) Each service employee employed in the performance of this contract by the Contractor or any subcontractor shall be paid not less than the minimum monetary wages and shall be furnished fringe benefits in accordance with the wages and fringe benefits determined by the Secretary of Labor, or authorized representative, as specified in any wage determination attached to this contract.

(2)(i) If a wage determination is attached to this contract, the Contractor shall classify any class of service employee which is not listed therein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination) so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed class of employees shall be paid the monetary wages and furnished the fringe benefits as are determined pursuant to the procedures in this paragraph (c).

(ii) This conforming procedure shall be initiated by the Contractor prior to the performance of contract work by the unlisted class of employee. The Contractor shall submit Standard Form (SF) 1444, Request For Authorization of Additional Classification and Rate, to the Contracting Officer no later than 30 days after the unlisted class of employee performs any contract work. The Contracting Officer shall review the proposed classification and rate and promptly submit the completed SF 1444 (which must include information regarding the agreement or disagreement of the employees' authorized representatives or the employees themselves together with the agency recommendation), and all pertinent information to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor. The Wage and Hour Division will approve, modify, or disapprove the action or render a final determination in the event of disagreement within 30 days of receipt or will notify the Contracting Officer within 30 days of receipt that additional time is necessary.

(iii) The final determination of the conformance action by the Wage and Hour Division shall be transmitted to the Contracting Officer who shall promptly notify the Contractor of the action taken. Each affected employee shall be furnished by the Contractor with a written copy of such determination or it shall be posted as a part of the wage determination.

(iv)(A) The process of establishing wage and fringe benefit rates that bear a reasonable relationship to those listed in a wage determination cannot be reduced to any single formula. The approach used may vary from wage determination to wage determination depending on the circumstances. Standard wage and salary administration practices which rank various job classifications by pay grade pursuant to point schemes or other job factors may, for example, be relied upon. Guidance may also be obtained from the way different jobs are rated under Federal pay systems (Federal Wage Board Pay System and the General Schedule) or from other wage determinations issued in the same locality. Basic to the establishment of any conformable wage rate(s) is the concept that a pay relationship should be maintained between job classifications based on the skill required and the duties performed.

(B) In the case of a contract modification, an exercise of an option, or extension of an existing contract, or in any other case where a Contractor succeeds a contract under which the classification in question was previously conformed pursuant to paragraph (c) of this clause, a new conformed wage rate and fringe benefits may be assigned to the conformed classification by indexing (i.e., adjusting) the previous conformed rate and fringe benefits by an amount equal to the average (mean) percentage increase (or decrease, where appropriate) between the wages and fringe benefits specified for all classifications to be used on the contract which are listed in the current wage determination, and those specified for the corresponding classifications in the previously applicable wage determination. Where conforming actions are accomplished in accordance with this paragraph prior to the performance of contract work by the unlisted class of employees, the Contractor shall advise the Contracting Officer of the action taken but the other procedures in subdivision (c)(2)(ii) of this clause need not be followed.

(C) No employee engaged in performing work on this contract shall in any event be paid less than the currently applicable minimum wage specified under section 6(a)(1) of the Fair Labor Standards Act of 1938, as amended.

(v) The wage rate and fringe benefits finally determined under this subparagraph (c)(2) of this clause shall be paid to all employees performing in the classification from the first day on which contract work is performed by them in the classification. Failure to pay the unlisted employees the compensation agreed upon by the interested parties and/or finally determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract.

(vi) Upon discovery of failure to comply with subparagraph (c)(2) of this clause, the Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be retroactive to the date such class or classes of employees commenced contract work.

(3) Adjustment of Compensation. If the term of this contract is more than 1 year, the minimum monetary wages and fringe benefits required to be paid or furnished thereunder to service employees under this contract shall be subject to adjustment after 1 year and not less often than once every 2 years, under wage determinations issued by the Wage and Hour Division.

(d) Obligation to Furnish Fringe Benefits. The Contractor or subcontractor may discharge the obligation to furnish fringe benefits specified in the attachment or determined under subparagraph (c)(2) of this clause by furnishing equivalent combinations of bona fide fringe benefits, or by making equivalent or differential cash payments, only in accordance with Subpart D of 29 CFR Part 4.

(e) Minimum Wage. In the absence of a minimum wage attachment for this contract, neither the Contractor nor any subcontractor under this contract shall pay any person performing work under this contract (regardless of whether the person is a service employee) less than the minimum wage specified by section 6(a)(1) of the Fair Labor Standards Act of 1938. Nothing in this clause shall relieve the Contractor or any subcontractor of any other obligation under law or contract for payment of a higher wage to any employee.

(f) Successor Contracts. If this contract succeeds a contract subject to the Act under which substantially the same services were furnished in the same locality and service employees were paid wages and fringe benefits provided for in a collective bargaining agreement, in the absence of the minimum wage attachment for this contract setting forth such collectively bargained wage rates and fringe benefits, neither the Contractor nor any subcontractor under this contract shall pay any service employee performing any of the contract work (regardless of whether or not such employee was employed under the predecessor contract), less than the wages and fringe benefits provided for in such collective bargaining agreement, to which such employee would have been entitled if employed under the predecessor contract, including accrued wages and fringe benefits and any prospective increases in wages and fringe benefits provided for under such agreement. No Contractor or subcontractor under this contract may be relieved of the foregoing obligation unless the limitations of 29 CFR 4.1b(b) apply or unless the Secretary of Labor or the Secretary's authorized representative finds, after a hearing as provided in 29 CFR 4.10 that the wages and/or fringe benefits provided for in such agreement are substantially at variance with those which prevail for services of a character similar in the locality, or determines, as provided in 29 CFR 4.11, that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's length negotiations. Where it is found in accordance with the review procedures provided in 29 CFR 4.10 and/or 4.11 and Parts 6 and 8 that some or all of the wages and/or fringe benefits contained in a predecessor Contractor's collective bargaining agreement are substantially at variance with those which prevail for services of a character similar in the locality, and/or that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's length negotiations, the Department will issue a new or revised wage determination setting forth the applicable wage rates and fringe benefits. Such determination shall be made part of the contract or subcontract, in accordance with the decision of the Administrator, the Administrative Law Judge, or the Board of Service Contract Appeals, as the case may be, irrespective of whether such issuance occurs prior to or after the award of a contract or subcontract (53 Comp. Gen. 401 (1973)). In the case of a wage determination issued solely as a result of a finding of substantial variance, such determination shall be effective as of the date of the final administrative decision.

(g) Notification to Employees. The Contractor and any subcontractor under this contract shall notify each service

employee commencing work on this contract of the minimum monetary wage and any fringe benefits required to be paid pursuant to this contract, or shall post the wage determination attached to this contract. The poster provided by the Department of Labor (Publication WH 1313) shall be posted in a prominent and accessible place at the worksite. Failure to comply with this requirement is a violation of section 2(a)(4) of the Act and of this contract.

(h) Safe and Sanitary Working Conditions. The Contractor or subcontractor shall not permit any part of the services called for by this contract to be performed in buildings or surroundings or under working conditions provided by or under the control or supervision of the Contractor or subcontractor which are unsanitary, hazardous, or dangerous to the health or safety of the service employees. The Contractor or subcontractor shall comply with the safety and health standards applied under 29 CFR Part 1925.

(i) Records. (1) The Contractor and each subcontractor performing work subject to the Act shall make and maintain for 3 years from the completion of the work, and make them available for inspection and transcription by authorized representatives of the Wage and Hour Division, Employment Standards Administration, a record of the following:

(i) For each employee subject to the Act--

(A) Name and address and social security number;

(B) Correct work classification or classifications, rate or rates of monetary wages paid and fringe benefits provided, rate or rates of payments in lieu of fringe benefits, and total daily and weekly compensation;

(C) Daily and weekly hours worked by each employee; and

(D) Any deductions, rebates, or refunds from the total daily or weekly compensation of each employee.

(ii) For those classes of service employees not included in any wage determination attached to this contract, wage rates or fringe benefits determined by the interested parties or by the Administrator or authorized representative under the terms of paragraph (c) of this clause. A copy of the report required by subdivision (c)(2)(ii) of this clause will fulfill this requirement.

(iii) Any list of the predecessor Contractor's employees which had been furnished to the Contractor as prescribed by paragraph (n) of this clause.

(2) The Contractor shall also make available a copy of this contract for inspection or transcription by authorized representatives of the Wage and Hour Division.

(3) Failure to make and maintain or to make available these records for inspection and transcription shall be a violation of the regulations and this contract, and in the case of failure to produce these records, the Contracting Officer, upon direction of the Department of Labor and notification to the Contractor, shall take action to cause suspension of any further payment or advance of funds until the violation ceases.

(4) The Contractor shall permit authorized representatives of the Wage and Hour Division to conduct interviews with employees at the worksite during normal working hours.

(j) Pay Periods. The Contractor shall unconditionally pay to each employee subject to the Act all wages due free and clear and without subsequent deduction (except as otherwise provided by law or regulations, 29 CFR Part 4), rebate, or kickback on any account. These payments shall be made no later than one pay period following the end of the regular pay period in which the wages were earned or accrued. A pay period under this Act may not be of any duration longer than semi-monthly.

(k) Withholding of Payments and Termination of Contract. The Contracting Officer shall withhold or cause to be withheld from the Government Prime Contractor under this or any other Government contract with the Prime

Contractor such sums as an appropriate official of the Department of Labor requests or such sums as the Contracting Officer decides may be necessary to pay underpaid employees employed by the Contractor or subcontractor. In the event of failure to pay any employees subject to the Act all or part of the wages or fringe benefits due under the Act, the Contracting Officer may, after authorization or by direction of the Department of Labor and written notification to the Contractor, take action to cause suspension of any further payment or advance of funds until such violations have ceased. Additionally, any failure to comply with the requirements of this clause may be grounds for termination of the right to proceed with the contract work. In such event, the Government may enter into other contracts or arrangements for completion of the work, charging the Contractor in default with any additional cost.

(l) Subcontracts. The Contractor agrees to insert this clause in all subcontracts subject to the Act.

(m) Collective Bargaining Agreements Applicable to Service Employees. If wages to be paid or fringe benefits to be furnished any service employees employed by the Government Prime Contractor or any subcontractor under the contract are provided for in a collective bargaining agreement which is or will be effective during any period in which the contract is being performed, the Government Prime Contractor shall report such fact to the Contracting Officer, together with full information as to the application and accrual of such wages and fringe benefits, including any prospective increases, to service employees engaged in work on the contract, and a copy of the collective bargaining agreement. Such report shall be made upon commencing performance of the contract, in the case of collective bargaining agreements effective at such time, and in the case of such agreements or provisions or amendments thereof effective at a later time during the period of contract performance such agreements shall be reported promptly after negotiation thereof.

(n) Seniority List. Not less than 10 days prior to completion of any contract being performed at a Federal facility where service employees may be retained in the performance of the succeeding contract and subject to a wage determination which contains vacation or other benefit provisions based upon length of service with a Contractor (predecessor) or successor (29 CFR 4.173), the incumbent Prime Contractor shall furnish the Contracting Officer a certified list of the names of all service employees on the Contractor's or subcontractor's payroll during the last month of contract performance. Such list shall also contain anniversary dates of employment on the contract either with the current or predecessor Contractors of each such service employee. The Contracting Officer shall turn over such list to the successor Contractor at the commencement of the succeeding contract.

(o) Rulings and Interpretations. Rulings and interpretations of the Act are contained in Regulations, 29 CFR Part 4.

(p) Contractor's Certification. (1) By entering into this contract, the Contractor (and officials thereof) certifies that neither it (nor he or she) nor any person or firm who has a substantial interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of the sanctions imposed under section 5 of the Act.

(2) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract under section 5 of the Act.

(3) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

(q) Variations, Tolerances, and Exemptions Involving Employment. Notwithstanding any of the provisions in paragraphs (b) through (o) of this clause, the following employees may be employed in accordance with the following variations, tolerances, and exemptions, which the Secretary of Labor, pursuant to section 4(b) of the Act prior to its amendment by Pub. L. 92-473, found to be necessary and proper in the public interest or to avoid serious impairment of the conduct of Government business:

(1) Apprentices, student-learners, and workers whose earning capacity is impaired by age, physical or mental deficiency, or injury may be employed at wages lower than the minimum wages otherwise required by section 2(a)(1) or 2(b)(1) of the Act without diminishing any fringe benefits or cash payments in lieu thereof required under section 2(a)(2) of the Act, in accordance with the conditions and procedures prescribed for the employment of apprentices, student-learners, handicapped persons, and handicapped clients of sheltered workshops under section 14 of the Fair

Labor Standards Act of 1938, in the regulations issued by the Administrator (29 CFR Parts 520, 521, 524, and 525).

(2) The Administrator will issue certificates under the Act for the employment of apprentices, student-learners, handicapped persons, or handicapped clients of sheltered workshops not subject to the Fair Labor Standards Act of 1938, or subject to different minimum rates of pay under the two acts, authorizing appropriate rates of minimum wages (but without changing requirements concerning fringe benefits or supplementary cash payments in lieu thereof), applying procedures prescribed by the applicable regulations issued under the Fair Labor Standards Act of 1938 (29 CFR Parts 520, 521, 524, and 525).

(3) The Administrator will also withdraw, annul, or cancel such certificates in accordance with the regulations in 29 CFR Parts 525 and 528.

(r) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed and individually registered in a bona fide apprenticeship program registered with a State Apprenticeship Agency which is recognized by the U.S. Department of Labor, or if no such recognized agency exists in a State, under a program registered with the Bureau of Apprenticeship and Training, Employment and Training Administration, U.S. Department of Labor. Any employee who is not registered as an apprentice in an approved program shall be paid the wage rate and fringe benefits contained in the applicable wage determination for the journeyman classification of work actually performed. The wage rates paid apprentices shall not be less than the wage rate for their level of progress set forth in the registered program, expressed as the appropriate percentage of the journeyman's rate contained in the applicable wage determination. The allowable ratio of apprentices to journeymen employed on the contract work in any craft classification shall not be greater than the ratio permitted to the Contractor as to his entire work force under the registered program.

(s) Tips. An employee engaged in an occupation in which the employee customarily and regularly receives more than \$30 a month in tips may have the amount of these tips credited by the employer against the minimum wage required by section 2(a)(1) or section 2(b)(1) of the Act, in accordance with section 3(m) of the Fair Labor Standards Act and Regulations, 29 CFR Part 531. However, the amount of credit shall not exceed \$1.34 per hour beginning January 1, 1981. To use this provision--

- (1) The employer must inform tipped employees about this tip credit allowance before the credit is utilized;
- (2) The employees must be allowed to retain all tips (individually or through a pooling arrangement and regardless of whether the employer elects to take a credit for tips received);
- (3) The employer must be able to show by records that the employee receives at least the applicable Service Contract Act minimum wage through the combination of direct wages and tip credit; and
- (4) The use of such tip credit must have been permitted under any predecessor collective bargaining agreement applicable by virtue of section 4(c) of the Act.

Disputes Concerning Labor Standards. The U.S. Department of Labor has set forth in 29 CFR Parts 4, 6, and 8 procedures for resolving disputes concerning labor standards requirements. Such disputes shall be resolved in accordance with those procedures and not the Disputes clause of this contract. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(End of clause)



(a) This clause applies to both contracts subject to area prevailing wage determinations and contracts subject to collective bargaining agreements.

(b) The Contractor warrants that the prices in this contract do not include any allowance for any contingency to cover increased costs for which adjustment is provided under this clause.

(c) The wage determination, issued under the Service Contract Act of 1965, as amended, (41 U.S.C. 351, et seq.), by the Administrator, Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, current on the anniversary date of a multiple year contract or the beginning of each renewal option period, shall apply to this contract. If no such determination has been made applicable to this contract, then the Federal minimum wage as established by section 6(a)(1) of the Fair Labor Standards Act of 1938, as amended, (29 U.S.C. 206) current on the anniversary date of a multiple year contract or the beginning of each renewal option period, shall apply to this contract.

(d) The contract price or contract unit price labor rates will be adjusted to reflect the Contractor's actual increase or decrease in applicable wages and fringe benefits to the extent that the increase is made to comply with or the decrease is voluntarily made by the Contractor as a result of:

(1) The Department of Labor wage determination applicable on the anniversary date of the multiple year contract, or at the beginning of the renewal option period. For example, the prior year wage determination required a minimum wage rate of \$4.00 per hour. The Contractor chose to pay \$4.10. The new wage determination increases the minimum rate to \$4.50 per hour. Even if the Contractor voluntarily increases the rate to \$4.75 per hour, the allowable price adjustment is \$.40 per hour;

(2) An increased or decreased wage determination otherwise applied to the contract by operation of law; or

(3) An amendment to the Fair Labor Standards Act of 1938 that is enacted after award of this contract, affects the minimum wage, and becomes applicable to this contract under law.

(e) Any adjustment will be limited to increases or decreases in wages and fringe benefits as described in paragraph (c) of this clause, and the accompanying increases or decreases in social security and unemployment taxes and workers' compensation insurance, but shall not otherwise include any amount for general and administrative costs, overhead, or profit.

(f) The Contractor shall notify the Contracting Officer of any increase claimed under this clause within 30 days after receiving a new wage determination unless this notification period is extended in writing by the Contracting Officer. The Contractor shall promptly notify the Contracting Officer of any decrease under this clause, but nothing in the clause shall preclude the Government from asserting a claim within the period permitted by law. The notice shall contain a statement of the amount claimed and any relevant supporting data, including payroll records, that the Contracting Officer may reasonably require. Upon agreement of the parties, the contract price or contract unit price labor rates shall be modified in writing. The Contractor shall continue performance pending agreement on or determination of any such adjustment and its effective date.

(g) The Contracting Officer or an authorized representative shall have access to and the right to examine any directly pertinent books, documents, papers and records of the Contractor until the expiration of 3 years after final payment under the contract.

(End of clause)

#### 52.223-3 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (JAN 1997)

(a) "Hazardous material", as used in this clause, includes any material defined as hazardous under the latest version of Federal Standard No. 313 (including revisions adopted during the term of the contract).

(b) The offeror must list any hazardous material, as defined in paragraph (a) of this clause, to be delivered under this contract. The hazardous material shall be properly identified and include any applicable identification number, such as National Stock Number or Special Item Number. This information shall also be included on the Material Safety Data Sheet submitted under this contract.

Material	Identification No.
(If none, insert "None")	

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(c) This list must be updated during performance of the contract whenever the Contractor determines that any other material to be delivered under this contract is hazardous.

(d) The apparently successful offeror agrees to submit, for each item as required prior to award, a Material Safety Data Sheet, meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous material identified in paragraph (b) of this clause. Data shall be submitted in accordance with Federal Standard No. 313, whether or not the apparently successful offeror is the actual manufacturer of these items. Failure to submit the Material Safety Data Sheet prior to award may result in the apparently successful offeror being considered nonresponsible and ineligible for award.

(e) If, after award, there is a change in the composition of the item(s) or a revision to Federal Standard No. 313, which renders incomplete or inaccurate the data submitted under paragraph (d) of this clause, the Contractor shall promptly notify the Contracting Officer and resubmit the data.

(f) Neither the requirements of this clause nor any act or failure to act by the Government shall relieve the Contractor of any responsibility or liability for the safety of Government, Contractor, or subcontractor personnel or property.

(g) Nothing contained in this clause shall relieve the Contractor from complying with applicable Federal, State, and local laws, codes, ordinances, and regulations (including the obtaining of licenses and permits) in connection with hazardous material.

(h) The Government's rights in data furnished under this contract with respect to hazardous material are as follows:

(1) To use, duplicate and disclose any data to which this clause is applicable. The purposes of this right are to--

(i) Apprise personnel of the hazards to which they may be exposed in using, handling, packaging, transporting, or disposing of hazardous materials;

(ii) Obtain medical treatment for those affected by the material; and

(iii) Have others use, duplicate, and disclose the data for the Government for these purposes.

(2) To use, duplicate, and disclose data furnished under this clause, in accordance with subparagraph (h)(1) of this clause, in precedence over any other clause of this contract providing for rights in data.

(3) The Government is not precluded from using similar or identical data acquired from other sources.

(End of clause)

#### 52.223-5 POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION (AUG 2003)

(a) Definitions. As used in this clause--

Priority chemical means a chemical identified by the Interagency Environmental Leadership Workgroup or, alternatively, by an agency pursuant to section 503 of Executive Order 13148 of April 21, 2000, Greening the Government through Leadership in Environmental Management.

“Toxic chemical means a chemical or chemical category listed in 40 CFR 372.65.”

(b) Executive Order 13148 requires Federal facilities to comply with the provisions of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11001-11050) and the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13101-13109).

(c) The Contractor shall provide all information needed by the Federal facility to comply with the following:

- (1) The emergency planning reporting requirements of section 302 of EPCRA.
- (2) The emergency notice requirements of section 304 of EPCRA.
- (3) The list of Material Safety Data Sheets, required by section 311 of EPCRA.
- (4) The emergency and hazardous chemical inventory forms of section 312 of EPCRA.
- (5) The toxic chemical release inventory of section 313 of EPCRA, which includes the reduction and recycling information required by section 6607 of PPA.
- (6) The toxic chemical, priority chemical, and hazardous substance release and use reduction goals of sections 502 and 503 of Executive Order 13148.

(End of clause)

#### 52.223-6 DRUG-FREE WORKPLACE (MAY 2001)

(a) Definitions. As used in this clause --

"Controlled substance" means a controlled substance in schedules I through V of section 202 of the Controlled Substances Act (21 U.S.C. 812) and as further defined in regulation at 21 CFR 1308.11 - 1308.15.

"Conviction" means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes.

"Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, possession, or use of any controlled substance.

"Drug-free workplace" means the site(s) for the performance of work done by the Contractor in connection with a specific contract at which employees of the Contractor are prohibited from engaging in the unlawful manufacture,

distribution, dispensing, possession, or use of a controlled substance.

"Employee" means an employee of a Contractor directly engaged in the performance of work under a Government contract. "Directly engaged" is defined to include all direct cost employees and any other Contractor employee who has other than a minimal impact or involvement in contract performance.

"Individual" means an offeror/contractor that has no more than one employee including the offeror/contractor.

(b) The Contractor, if other than an individual, shall-- within 30 days after award (unless a longer period is agreed to in writing for contracts of 30 days or more performance duration), or as soon as possible for contracts of less than 30 days performance duration--

(1) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition;

(2) Establish an ongoing drug-free awareness program to inform such employees about--

(i) The dangers of drug abuse in the workplace;

(ii) The Contractor's policy of maintaining a drug-free workplace;

(iii) Any available drug counseling, rehabilitation, and employee assistance programs; and

(iv) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(3) Provide all employees engaged in performance of the contract with a copy of the statement required by subparagraph (b)(1) of this clause;

(4) Notify such employees in writing in the statement required by subparagraph (b)(1) of this clause that, as a condition of continued employment on this contract, the employee will--

(i) Abide by the terms of the statement; and

(ii) Notify the employer in writing of the employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than 5 days after such conviction.

(5) Notify the Contracting Officer in writing within 10 days after receiving notice under subdivision (b)(4)(ii) of this clause, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee;

(6) Within 30 days after receiving notice under subdivision (b)(4)(ii) of this clause of a conviction, take one of the following actions with respect to any employee who is convicted of a drug abuse violation occurring in the workplace:

(i) Taking appropriate personnel action against such employee, up to and including termination; or

(ii) Require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and

(7) Make a good faith effort to maintain a drug-free workplace through implementation of subparagraphs (b)(1) through (b)(6) of this clause.

(c) The Contractor, if an individual, agrees by award of the contract or acceptance of a purchase order, not to engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance while performing this contract.

(d) In addition to other remedies available to the Government, the Contractor's failure to comply with the requirements of paragraph (b) or (c) of this clause may, pursuant to FAR 23.506, render the Contractor subject to suspension of contract payments, termination of the contract for default, and suspension or debarment.

(End of clause)

#### 52.223-14 TOXIC CHEMICAL RELEASE REPORTING (AUG 2003)

(a) Unless otherwise exempt, the Contractor, as owner or operator of a facility used in the performance of this contract, shall file by July 1 for the prior calendar year an annual Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023(a) and (g)), and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106). The Contractor shall file, for each facility subject to the Form R filing and reporting requirements, the annual Form R throughout the life of the contract.

(b) A Contractor-owned or -operated facility used in the performance of this contract is exempt from the requirement to file an annual Form R if--

- (1) The facility does not manufacture, process, or otherwise use any toxic chemicals listed in 40 CFR 372.65;
- (2) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);
- (3) The facility does not meet the reporting thresholds of toxic chemicals established under of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);
- (4) The facility does not fall within the following Standard Industrial Classification (SIC) codes or their corresponding North American Industry Classification System sectors:
  - (i) Major group code 10 (except 1011, 1081, and 1094.
  - (ii) Major group code 12 (except 1241).
  - (iii) Major group codes 20 through 39.
  - (iv) Industry code 4911, 4931, or 4939 (limited to facilities that combust coal and/or oil for the purpose of generating power for distribution in commerce).
  - (v) Industry code 4953 (limited to facilities regulated under the Resource Conservation and Recovery Act, Subtitle C (42 U.S.C. 6921, et seq.)), 5169, 5171, or 7389 (limited to facilities primarily engaged in solvent recovery services on a contract or fee basis); or

(5) The facility is not located in the United States or its outlying areas.

(c) If the Contractor has certified to an exemption in accordance with one or more of the criteria in paragraph (b) of this clause, and after award of the contract circumstances change so that any of its owned or operated facilities used in the performance of this contract is no longer exempt--

- (1) The Contractor shall notify the Contracting Officer; and
  - (2) The Contractor, as owner or operator of a facility used in the performance of this contract that is no longer exempt, shall (i) submit a Toxic Chemical Release Inventory Form (Form R) on or before July 1 for the prior calendar year during which the facility becomes eligible; and (ii) continue to file the annual Form R for the life of the contract for such facility.
  - (d) The Contracting Officer may terminate this contract or take other action as appropriate, if the Contractor fails to comply accurately and fully with the EPCRA and PPA toxic chemical release filing and reporting requirements.
  - (e) Except for acquisitions of commercial items, as defined in FAR Part 2, the Contractor shall--
    - (1) For competitive subcontracts expected to exceed \$100,000 (including all options), include a solicitation provision substantially the same as the provision at FAR 52.223-13, Certification of Toxic Chemical Release Reporting; and
    - (2) Include in any resultant subcontract exceeding \$100,000 (including all options), the substance of this clause, except this paragraph (e).
- (End of clause)

#### 52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (MAR 2005)

- (a) Except as authorized by the Office of Foreign Assets Control (OFAC) in the Department of the Treasury, the Contractor shall not acquire, for use in the performance of this contract, any supplies or services if any proclamation, Executive order, or statute administered by OFAC, or if OFAC's implementing regulations at 31 CFR chapter V, would prohibit such a transaction by a person subject to the jurisdiction of the United States.
  - (b) Except as authorized by OFAC, most transactions involving Cuba, Iran, Libya, and Sudan are prohibited, as are most imports from North Korea, into the United States or its outlying areas. Lists of entities and individuals subject to economic sanctions are included in OFAC's List of Specially Designated Nationals and Blocked Persons at [TerList1.html](http://terlist1.html). More information about these restrictions, as well as updates, is available in the OFAC's regulations at 31 CFR chapter V and/or on OFAC's Web site at <http://epls.arnet.gov/News.html>.
  - (c) The Contractor shall insert this clause, including this paragraph (c), in all subcontracts.
- (End of clause)

#### 52.227-1 AUTHORIZATION AND CONSENT (JUL 1995)

- (a) The Government authorizes and consents to all use and manufacture, in performing this contract or any subcontract at any tier, of any invention described in and covered by a United States patent (1) embodied in the structure or composition of any article the delivery of which is accepted by the Government under this contract or (2) used in machinery, tools, or methods whose use necessarily results from compliance by the Contractor or a subcontractor with (i) specifications or written provisions forming a part of this contract or (ii) specific written instructions given by the Contracting Officer directing the manner of performance. The entire liability to the Government for infringement of a patent of the United States shall be determined solely by the provisions of the

indemnity clause, if any, included in this contract or any subcontract hereunder (including any lower-tier subcontract), and the Government assumes liability for all other infringement to the extent of the authorization and consent hereinabove granted.

(b) The Contractor agrees to include, and require inclusion of, this clause, suitably modified to identify the parties, in all subcontracts at any tier for supplies or services (including construction, architect-engineer services, and materials, supplies, models, samples, and design or testing services expected to exceed the simplified acquisition threshold (however, omission of this clause from any subcontract, including those at or below the simplified acquisition threshold, does not affect this authorization and consent.)

(End of clause)

#### 52.227-2 NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (AUG 1996)

(a) The Contractor shall report to the Contracting Officer, promptly and in reasonable written detail, each notice or claim of patent or copyright infringement based on the performance of this contract of which the Contractor has knowledge.

(b) In the event of any claim or suit against the Government on account of any alleged patent or copyright infringement arising out of the performance of this contract or out of the use of any supplies furnished or work or services performed under this contract, the Contractor shall furnish to the Government, when requested by the Contracting Officer, all evidence and information in possession of the Contractor pertaining to such suit or claim. Such evidence and information shall be furnished at the expense of the Government except where the Contractor has agreed to indemnify the Government.

(h) The Contractor agrees to include, and require inclusion of, this clause in all subcontracts at any tier for supplies or services (including construction and architect-engineer subcontracts and those for material, supplies, models, samples, or design or testing services) expected to exceed the simplified acquisition threshold at (FAR) 2.101 to exceed the dollar amount set forth in 13.000 of the Federal Acquisition Regulation (FAR).

(End of clause)

#### 52.228-5 INSURANCE--WORK ON A GOVERNMENT INSTALLATION (JAN 1997)

(a) The Contractor shall, at its own expense, provide and maintain during the entire performance of this contract, at least the kinds and minimum amounts of insurance required in the Schedule or elsewhere in the contract.

(b) Before commencing work under this contract, the Contractor shall notify the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective (1) for such period as the laws of the State in which this contract is to be performed prescribe, or (2) until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in subcontracts under this contract that require work on a Government installation and shall require subcontractors to provide and maintain the insurance required in the Schedule or elsewhere in the contract. The Contractor shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to the Contracting Officer upon request.

(End of clause)

52.229-3 FEDERAL, STATE, AND LOCAL TAXES (APR 2003)

(a) As used in this clause--

"Contract date" means the date set for bid opening or, if this is a negotiated contract or a modification, the effective date of this contract or modification.

"All applicable Federal, State, and local taxes and duties" means all taxes and duties, in effect on the contract date, that the taxing authority is imposing and collecting on the transactions or property covered by this contract.

"After-imposed Federal tax" means any new or increased Federal excise tax or duty, or tax that was exempted or excluded on the contract date but whose exemption was later revoked or reduced during the contract period, on the transactions or property covered by this contract that the Contractor is required to pay or bear as the result of legislative, judicial, or administrative action taking effect after the contract date. It does not include social security tax or other employment taxes.

"After-relieved Federal tax" means any amount of Federal excise tax or duty, except social security or other employment taxes, that would otherwise have been payable on the transactions or property covered by this contract, but which the Contractor is not required to pay or bear, or for which the Contractor obtains a refund or drawback, as the result of legislative, judicial, or administrative action taking effect after the contract date.

Local taxes includes taxes imposed by a possession or territory of the United States, Puerto Rico, or the Northern Mariana Islands, if the contract is performed wholly or partly in any of those areas.

(b) The contract price includes all applicable Federal, State, and local taxes and duties.

(c) The contract price shall be increased by the amount of any after-imposed Federal tax, provided the Contractor warrants in writing that no amount for such newly imposed Federal excise tax or duty or rate increase was included in the contract price, as a contingency reserve or otherwise.

(d) The contract price shall be decreased by the amount of any after-relieved Federal tax.

(e) The contract price shall be decreased by the amount of any Federal excise tax or duty, except social security or other employment taxes, that the Contractor is required to pay or bear, or does not obtain a refund of, through the Contractor's fault, negligence, or failure to follow instructions of the Contracting Officer.

(f) No adjustment shall be made in the contract price under this clause unless the amount of the adjustment exceeds \$250.

(g) The Contractor shall promptly notify the Contracting Officer of all matters relating to any Federal excise tax or duty that reasonably may be expected to result in either an increase or decrease in the contract price and shall take appropriate action as the Contracting Officer directs.

(h) The Government shall, without liability, furnish evidence appropriate to establish exemption from any Federal, State, or local tax when the Contractor requests such evidence and a reasonable basis exists to sustain the exemption.

(End of clause)



## 52.232-1 PAYMENTS (APR 1984)

The Government shall pay the Contractor, upon the submission of proper invoices or vouchers, the prices stipulated in this contract for supplies delivered and accepted or services rendered and accepted, less any deductions provided in this contract. Unless otherwise specified in this contract, payment shall be made on partial deliveries accepted by the Government if--

- (a) The amount due on the deliveries warrants it; or
- (b) The Contractor requests it and the amount due on the deliveries is at least \$1,000 or 50 percent of the total contract price.

(End of clause)

## 52.232-8 DISCOUNTS FOR PROMPT PAYMENT (FEB 2002)

(a) Discounts for prompt payment will not be considered in the evaluation of offers. However, any offered discount will form a part of the award, and will be taken if payment is made within the discount period indicated in the offer by the offeror. As an alternative to offering a discount for prompt payment in conjunction with the offer, offerors awarded contracts may include discounts for prompt payment on individual invoices.

(b) In connection with any discount offered for prompt payment, time shall be computed from the date of the invoice. If the Contractor has not placed a date on the invoice, the due date shall be calculated from the date the designated billing office receives a proper invoice, provided the agency annotates such invoice with the date of receipt at the time of receipt. For the purpose of computing the discount earned, payment shall be considered to have been made on the date that appears on the payment check or, for an electronic funds transfer, the specified payment date. When the discount date falls on a Saturday, Sunday, or legal holiday when Federal Government offices are closed and Government business is not expected to be conducted, payment may be made on the following business day.

(End of clause)

## 52.232-9 LIMITATION ON WITHHOLDING OF PAYMENTS (APR 1984)

If more than one clause or Schedule term of this contract authorizes the temporary withholding of amounts otherwise payable to the Contractor for supplies delivered or services performed, the total of the amounts withheld at any one time shall not exceed the greatest amount that may be withheld under any one clause or Schedule term at that time; provided, that this limitation shall not apply to--

- (a) Withholdings pursuant to any clause relating to wages or hours of employees;
- (b) Withholdings not specifically provided for by this contract;
- (c) The recovery of overpayments; and
- (d) Any other withholding for which the Contracting Officer determines that this limitation is inappropriate.

(End of clause)

## 52.232-11 EXTRAS (APR 1984)

Except as otherwise provided in this contract, no payment for extras shall be made unless such extras and the price therefore have been authorized in writing by the Contracting Officer.

(End of clause)

## 52.232-17 INTEREST (JUNE 1996)

(a) Except as otherwise provided in this contract under a Price Reduction for Defective Cost or Pricing Data clause or a Cost Accounting Standards clause, all amounts that become payable by the Contractor to the Government under this contract (net of any applicable tax credit under the Internal Revenue Code (26 U.S.C. 1481)) shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in Section 12 of the Contract Disputes Act of 1978 (Public Law 95-563), which is applicable to the period in which the amount becomes due, as provided in paragraph (b) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid. reproduce, prepare derivative works, distribute copies to the public, and (b) Amounts shall be due at the earliest of the following dates:

(1) The date fixed under this contract.

(2) The date of the first written demand for payment consistent with this contract, including any demand resulting from a default termination.

(3) The date the Government transmits to the Contractor a proposed supplemental agreement to confirm completed negotiations establishing the amount of debt.

(4) If this contract provides for revision of prices, the date of written notice to the Contractor stating the amount of refund payable in connection with a pricing proposal or a negotiated pricing agreement not confirmed by contract modification.

(c) The interest charge made under this clause may be reduced under the procedures prescribed in 32.614-2 of the Federal Acquisition Regulation in effect on the date of this contract.

(End of clause)

## 52.232-23 ASSIGNMENT OF CLAIMS (JAN 1986) - ALTERNATE I (APR 1984)

(a) The Contractor, under the Assignment of Claims Act, as amended, 31 U.S.C. 3727, 41 U.S.C. 15 (hereafter referred to as "the Act"), may assign its rights to be paid amounts due or to become due as a result of the performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency. The assignee under such an assignment may thereafter further assign or reassign its right under the original assignment to any type of financing institution described in the preceding sentence. Unless otherwise stated in this contract, payments to an assignee of any amounts due or to become due under this contract shall not, to the extent specified in the Act, be subject to reduction or setoff.

(b) Any assignment or reassignment authorized under the Act and this clause shall cover all unpaid amounts payable under this contract, and shall not be made to more than one party, except that an assignment or reassignment may be

made to one party as agent or trustee for two or more parties participating in the financing of this contract.

(c) The Contractor shall not furnish or disclose to any assignee under this contract any classified document (including this contract) or information related to work under this contract until the Contracting Officer authorizes such action in writing.

(End of clause)

#### 52.232-25 PROMPT PAYMENT (OCT 2003)

Notwithstanding any other payment clause in this contract, the Government will make invoice payments under the terms and conditions specified in this clause. The Government considers payment as being made on the day a check is dated or the date of an electronic funds transfer (EFT). Definitions of pertinent terms are set forth in sections 2.101, 32.001, and 32.902 of the Federal Acquisition Regulation. All days referred to in this clause are calendar days, unless otherwise specified. (However, see paragraph (a)(4) of this clause concerning payments due on Saturdays, Sundays, and legal holidays.)

(a) Invoice payments--(1) Due date. (i) Except as indicated in paragraphs (a)(2) and (c) of this clause, the due date for making invoice payments by the designated payment office is the later of the following two events:

(A) The 30th day after the designated billing office receives a proper invoice from the Contractor (except as provided in paragraph (a)(1)(ii) of this clause).

(B) The 30th day after Government acceptance of supplies delivered or services performed. For a final invoice, when the payment amount is subject to contract settlement actions, acceptance is deemed to occur on the effective date of the contract settlement.

(ii) If the designated billing office fails to annotate the invoice with the actual date of receipt at the time of receipt, the invoice payment due date is the 30th day after the date of the Contractor's invoice, provided the designated billing office receives a proper invoice and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

(2) Certain food products and other payments. (i) Due dates on Contractor invoices for meat, meat food products, or fish; perishable agricultural commodities; and dairy products, edible fats or oils, and food products prepared from edible fats or oils are--

(A) For meat or meat food products, as defined in section 2(a)(3) of the Packers and Stockyard Act of 1921 (7 U.S.C. 182(3)), and as further defined in Pub. L. 98-181, including any edible fresh or frozen poultry meat, any perishable poultry meat food product, fresh eggs, and any perishable egg product, as close as possible to, but not later than, the 7th day after product delivery.

(B) For fresh or frozen fish, as defined in section 204(3) of the Fish and Seafood Promotion Act of 1986 (16 U.S.C. 4003(3)), as close as possible to, but not later than, the 7th day after product delivery.

(C) For perishable agricultural commodities, as defined in section 1(4) of the Perishable Agricultural Commodities Act of 1930 (7 U.S.C. 499a(4)), as close as possible to, but not later than, the 10th day after product delivery, unless another date is specified in the contract.

(D) For dairy products, as defined in section 111(e) of the Dairy Production Stabilization Act of 1983 (7 U.S.C. 4502(e)), edible fats or oils, and food products prepared from edible fats or oils, as close as possible to, but not later

than, the 10th day after the date on which a proper invoice has been received. Liquid milk, cheese, certain processed cheese products, butter, yogurt, ice cream, mayonnaise, salad dressings, and other similar products, fall within this classification. Nothing in the Act limits this classification to refrigerated products. When questions arise regarding the proper classification of a specific product, prevailing industry practices will be followed in specifying a contract payment due date. The burden of proof that a classification of a specific product is, in fact, prevailing industry practice is upon the Contractor making the representation.

(ii) If the contract does not require submission of an invoice for payment (e.g., periodic lease payments), the due date will be as specified in the contract.

(3) Contractor's invoice. The Contractor shall prepare and submit invoices to the designated billing office specified in the contract. A proper invoice must include the items listed in paragraphs (a)(3)(i) through (a)(3)(x) of this clause. If the invoice does not comply with these requirements, the designated billing office will return it within 7 days after receipt (3 days for meat, meat food products, or fish; 5 days for perishable agricultural commodities, dairy products, edible fats or oils, and food products prepared from edible fats or oils), with the reasons why it is not a proper invoice. The Government will take into account untimely notification when computing any interest penalty owed the Contractor.

(i) Name and address of the Contractor.

(ii) Invoice date and invoice number. (The Contractor should date invoices as close as possible to the date of the mailing or transmission.)

(iii) Contract number or other authorization for supplies delivered or services performed (including order number and contract line item number).

(iv) Description, quantity, unit of measure, unit price, and extended price of supplies delivered or services performed.

(v) Shipping and payment terms (e.g., shipment number and date of shipment, discount for prompt payment terms). Bill of lading number and weight of shipment will be shown for shipments on Government bills of lading.

(vi) Name and address of Contractor official to whom payment is to be sent (must be the same as that in the contract or in a proper notice of assignment).

(vii) Name (where practicable), title, phone number, and mailing address of person to notify in the event of a defective invoice.

(viii) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(ix) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision (e.g., 52.232-38, Submission of Electronic Funds Transfer Information with Offer), contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer--Other Than Central Contractor Registration), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(x) Any other information or documentation required by the contract (e.g., evidence of shipment).

(4) Interest penalty. The designated payment office will pay an interest penalty automatically, without request from the Contractor, if payment is not made by the due date and the conditions listed in paragraphs (a)(4)(i) through (a)(4)(iii) of this clause are met, if applicable. However, when the due date falls on a Saturday, Sunday, or legal holiday, the designated payment office may make payment on the following working day without incurring a late payment interest penalty.

(i) The designated billing office received a proper invoice.

(ii) The Government processed a receiving report or other Government documentation authorizing payment, and there was no disagreement over quantity, quality, or Contractor compliance with any contract term or condition.

(iii) In the case of a final invoice for any balance of funds due the Contractor for supplies delivered or services performed, the amount was not subject to further contract settlement actions between the Government and the Contractor.

(5) Computing penalty amount. The Government will compute the interest penalty in accordance with the Office of Management and Budget prompt payment regulations at 5 CFR part 1315.

(i) For the sole purpose of computing an interest penalty that might be due the Contractor, Government acceptance is deemed to occur constructively on the 7th day (unless otherwise specified in this contract) after the Contractor delivers the supplies or performs the services in accordance with the terms and conditions of the contract, unless there is a disagreement over quantity, quality, or Contractor compliance with a contract provision. If actual acceptance occurs within the constructive acceptance period, the Government will base the determination of an interest penalty on the actual date of acceptance. The constructive acceptance requirement does not, however, compel Government officials to accept supplies or services, perform contract administration functions, or make payment prior to fulfilling their responsibilities.

(ii) The prompt payment regulations at 5 CFR 1315.10(c) do not require the Government to pay interest penalties if payment delays are due to disagreement between the Government and the Contractor over the payment amount or other issues involving contract compliance, or on amounts temporarily withheld or retained in accordance with the terms of the contract. The Government and the Contractor shall resolve claims involving disputes and any interest that may be payable in accordance with the clause at FAR 52.233-1, Disputes.

(6) Discounts for prompt payment. The designated payment office will pay an interest penalty automatically, without request from the Contractor, if the Government takes a discount for prompt payment improperly. The Government will calculate the interest penalty in accordance with the prompt payment regulations at 5 CFR part 1315.

(7) Additional interest penalty. (i) The designated payment office will pay a penalty amount, calculated in accordance with the prompt payment regulations at 5 CFR part 1315 in addition to the interest penalty amount only if--

(A) The Government owes an interest penalty of \$1 or more;

(B) The designated payment office does not pay the interest penalty within 10 days after the date the invoice amount is paid; and

(C) The Contractor makes a written demand to the designated payment office for additional penalty payment, in accordance with paragraph (a)(7)(ii) of this clause, postmarked not later than 40 days after the invoice amount is paid.

(ii)(A) The Contractor shall support written demands for additional penalty payments with the following data. The Government will not request any additional data. The Contractor shall--

(1) Specifically assert that late payment interest is due under a specific invoice, and request payment of all overdue late payment interest penalty and such additional penalty as may be required;

(2) Attach a copy of the invoice on which the unpaid late payment interest is due; and

(3) State that payment of the principal has been received, including the date of receipt.

(B) If there is no postmark or the postmark is illegible--

(1) The designated payment office that receives the demand will annotate it with the date of receipt, provided the demand is received on or before the 40th day after payment was made; or

(2) If the designated payment office fails to make the required annotation, the Government will determine the demand's validity based on the date the Contractor has placed on the demand, provided such date is no later than the 40th day after payment was made.

(iii) The additional penalty does not apply to payments regulated by other Government regulations (e.g., payments under utility contracts subject to tariffs and regulation).

(b) Contract financing payment. If this contract provides for contract financing, the Government will make contract financing payments in accordance with the applicable contract financing clause.

(c) Fast payment procedure due dates. If this contract contains the clause at 52.213-1, Fast Payment Procedure, payments will be made within 15 days after the date of receipt of the invoice.

(d) Overpayments. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall immediately notify the Contracting Officer and request instructions for disposition of the overpayment.

(End of clause)

#### 52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER—CENTRAL CONTRACTOR REGISTRATION (OCT 2003)

(a) Method of payment. (1) All payments by the Government under this contract shall be made by electronic funds transfer (EFT), except as provided in paragraph (a)(2) of this clause. As used in this clause, the term "EFT" refers to the funds transfer and may also include the payment information transfer.

(2) In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to either--

(i) Accept payment by check or some other mutually agreeable method of payment; or

(ii) Request the Government to extend the payment due date until such time as the Government can make payment by EFT (but see paragraph (d) of this clause).

(b) Contractor's EFT information. The Government shall make payment to the Contractor using the EFT information contained in the Central Contractor Registration (CCR) database. In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to the CCR database.

(c) Mechanisms for EFT payment. The Government may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR part 210.

(d) Suspension of payment. If the Contractor's EFT information in the CCR database is incorrect, then the Government need not make payment to the Contractor under this contract until correct EFT information is entered into the CCR database; and any invoice or contract financing request shall be deemed not to be a proper invoice for the purpose of prompt payment under this contract. The prompt payment terms of the contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.

(e) Liability for uncompleted or erroneous transfers. (1) If an uncompleted or erroneous transfer occurs because the Government used the Contractor's EFT information incorrectly, the Government remains responsible for--

(i) Making a correct payment;

(ii) Paying any prompt payment penalty due; and

(iii) Recovering any erroneously directed funds.

(2) If an uncompleted or erroneous transfer occurs because the Contractor's EFT information was incorrect, or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and--

(i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or

(ii) If the funds remain under the control of the payment office, the Government shall not make payment, and the provisions of paragraph (d) of this clause shall apply.

(f) EFT and prompt payment. A payment shall be deemed to have been made in a timely manner in accordance with the prompt payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

(g) EFT and assignment of claims. If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require as a condition of any such assignment, that the assignee shall register separately in the CCR database and shall be paid by EFT in accordance with the terms of this clause. Notwithstanding any other requirement of this contract, payment to an ultimate recipient other than the Contractor, or a financial institution properly recognized under an assignment of claims pursuant to subpart 32.8, is not permitted. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph (d) of this clause.

(h) Liability for change of EFT information by financial agent. The Government is not liable for errors resulting from changes to EFT information made by the Contractor's financial agent.

(i) Payment information. The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If

the Government makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address contained in the CCR database.

(End of Clause)

#### 52.233-1 DISPUTES. (JUL 2002)

(a) This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613).

(b) Except as provided in the Act, all disputes arising under or relating to this contract shall be resolved under this clause.

(c) Claim, as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract. However, a written demand or written assertion by the Contractor seeking the payment of money exceeding \$100,000 is not a claim under the Act until certified. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim under the Act. The submission may be converted to a claim under the Act, by complying with the submission and certification requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.

(d)(1) A claim by the Contractor shall be made in writing and, unless otherwise stated in this contract, submitted within 6 years after accrual of the claim to the Contracting Officer for a written decision. A claim by the Government against the Contractor shall be subject to a written decision by the Contracting Officer.

(2)(i) The contractors shall provide the certification specified in subparagraph (d)(2)(iii) of this clause when submitting any claim -

(A) Exceeding \$100,000; or

(B) Regardless of the amount claimed, when using -

(1) Arbitration conducted pursuant to 5 U.S.C. 575-580; or

(2) Any other alternative means of dispute resolution (ADR) technique that the agency elects to handle in accordance with the Administrative Dispute Resolution Act (ADRA).

(ii) The certification requirement does not apply to issues in controversy that have not been submitted as all or part of a claim.

(iii) The certification shall state as follows: "I certify that the claim is made in good faith; that the supporting data are accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the contract adjustment for which the Contractor believes the Government is liable; and that I am duly authorized to certify the claim on behalf of the Contractor.

(3) The certification may be executed by any person duly authorized to bind the Contractor with respect to the claim.

(e) For Contractor claims of \$100,000 or less, the Contracting Officer must, if requested in writing by the Contractor, render a decision within 60 days of the request. For Contractor-certified claims over \$100,000, the Contracting Officer must, within 60 days, decide the claim or notify the Contractor of the date by which the decision will be made.

(f) The Contracting Officer's decision shall be final unless the Contractor appeals or files a suit as provided in the



Act.

(g) If the claim by the Contractor is submitted to the Contracting Officer or a claim by the Government is presented to the Contractor, the parties, by mutual consent, may agree to use alternative dispute resolution (ADR). If the Contractor refuses an offer for ADR, the Contractor shall inform the Contracting Officer, in writing, of the Contractor's specific reasons for rejecting the request.

(h) The Government shall pay interest on the amount found due and unpaid from (1) the date the Contracting Officer receives the claim (certified, if required); or (2) the date that payment otherwise would be due, if that date is later, until the date of payment. With regard to claims having defective certifications, as defined in (FAR) 48 CFR 33.201, interest shall be paid from the date that the Contracting Officer initially receives the claim. Simple interest on claims shall be paid at the rate, fixed by the Secretary of the Treasury as provided in the Act, which is applicable to the period during which the Contracting Officer receives the claim and then at the rate applicable for each 6-month period as fixed by the Treasury Secretary during the pendency of the claim.

(i) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the Contracting Officer.

(End of clause)

#### 52.233-3 PROTEST AFTER AWARD (AUG. 1996)

(a) Upon receipt of a notice of protest (as defined in FAR 33.101) or a determination that a protest is likely (see FAR 33.102(d)), the Contracting Officer may, by written order to the Contractor, direct the Contractor to stop performance of the work called for by this contract. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Upon receipt of the final decision in the protest, the Contracting Officer shall either--

(1) Cancel the stop-work order; or

(2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.

(b) If a stop-work order issued under this clause is canceled either before or after a final decision in the protest, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if--

(1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and

(2) The Contractor asserts its right to an adjustment within 30 days after the end of the period of work stoppage; provided, that if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon a proposal at any time before final payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

(e) The Government's rights to terminate this contract at any time are not affected by action taken under this clause.

(f) If, as the result of the Contractor's intentional or negligent misstatement, misrepresentation, or miscertification, a protest related to this contract is sustained, and the Government pays costs, as provided in FAR 33.102(b)(2) or 33.104(h)(1), the Government may require the Contractor to reimburse the Government the amount of such costs. In addition to any other remedy available, and pursuant to the requirements of Subpart 32.6, the Government may collect this debt by offsetting the amount against any payment due the Contractor under any contract between the Contractor and the Government.

(End of clause)

#### 52.233-4 APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (OCT 2004)

United States law will apply to resolve any claim of breach of this contract.

(End of clause)

#### 52.236-13 ACCIDENT PREVENTION (NOV 1991)

(a) The Contractor shall provide and maintain work environments and procedures which will

(1) safeguard the public and Government personnel, property, materials, supplies, and equipment exposed to Contractor operations and activities;

(2) avoid interruptions of Government operations and delays in project completion dates; and

(3) control costs in the performance of this contract.

(b) For these purposes on contracts for construction or dismantling, demolition, or removal of improvements, the Contractor shall-

(1) Provide appropriate safety barricades, signs, and signal lights;

(2) Comply with the standards issued by the Secretary of Labor at 29 CFR Part 1926 and 29 CFR Part 1910; and

(3) Ensure that any additional measures the Contracting Officer determines to be reasonably necessary for the purposes are taken.

(c) If this contract is for construction or dismantling, demolition or removal of improvements with any Department of Defense agency or component, the Contractor shall comply with all pertinent provisions of the latest version of U.S. Army Corps of Engineers Safety and Health Requirements Manual, EM 385-1-1, in effect on the date of the solicitation.

(d) Whenever the Contracting Officer becomes aware of any noncompliance with these requirements or any condition which poses a serious or imminent danger to the health or safety of the public or Government personnel, the Contracting Officer shall notify the Contractor orally, with written confirmation, and request immediate initiation of corrective action. This notice, when delivered to the Contractor or the Contractor's representative at the work site, shall be deemed sufficient notice of the noncompliance and that corrective action is required. After receiving the

notice, the Contractor shall immediately take corrective action. If the Contractor fails or refuses to promptly take corrective action, the Contracting Officer may issue an order stopping all or part of the work until satisfactory corrective action has been taken. The Contractor shall not be entitled to any equitable adjustment of the contract price or extension of the performance schedule on any stop work order issued under this clause.

- (i) The Contractor shall insert this clause, including this paragraph (e), with appropriate changes in the designation of the parties, in subcontracts.

(End of clause)

#### 52.237-2 PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION (APR 1984)

The Contractor shall use reasonable care to avoid damaging existing buildings, equipment, and vegetation on the Government installation. If the Contractor's failure to use reasonable care causes damage to any of this property, the Contractor shall replace or repair the damage at no expense to the Government as the Contracting Officer directs. If the Contractor fails or refuses to make such repair or replacement, the Contractor shall be liable for the cost, which may be deducted from the contract price.

(End of clause)

#### 52.242-13 BANKRUPTCY (JUL 1995)

In the event the Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Contractor agrees to furnish, by certified mail or electronic commerce method authorized by the contract, written notification of the bankruptcy to the Contracting Officer responsible for administering the contract. This notification shall be furnished within five days of the initiation of the proceedings relating to bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of Government contract numbers and contracting offices for all Government contracts against which final payment has not been made. This obligation remains in effect until final payment under this contract.

(End of clause)

#### 52.243-1 CHANGES--FIXED-PRICE (AUG 1987) - ALTERNATE II (APR 1984)

(a) The Contracting Officer may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in any one or more of the following:

- (1) Description of services to be performed.
  - (2) Time of performance (i.e., hours of the day, days of the week, etc.).
  - (3) Place of performance of the services.
  - (4) Drawings, designs, or specifications when the supplies to be furnished are to be specially manufactured for the Government, in accordance with the drawings, designs, or specifications.
- (b) If any such change causes an increase or decrease in the cost of, or the time required for, performance of any part

of the work under this contract, whether or not changed by the order, the Contracting Officer shall make an equitable adjustment in the contract price, the delivery schedule, or both, and shall modify the contract.

(c) The Contractor must assert its right to an adjustment under this clause within 30 days from the date of receipt of the written order. However, if the Contracting Officer decides that the facts justify it, the Contracting Officer may receive and act upon a proposal submitted before final payment of the contract.

(d) If the Contractor's proposal includes the cost of property made obsolete or excess by the change, the Contracting Officer shall have the right to prescribe the manner of the disposition of the property.

(e) Failure to agree to any adjustment shall be a dispute under the Disputes clause. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.

(End of clause)

#### 52.244-5 COMPETITION IN SUBCONTRACTING (DEC 1996)

(a) The Contractor shall select subcontractors (including suppliers) on a competitive basis to the maximum practical extent consistent with the objectives and requirements of the contract.

(b) If the Contractor is an approved mentor under the Department of Defense Pilot Mentor-Protege Program (Pub. L. 101-510, section 831 as amended), the Contractor may award subcontracts under this contract on a noncompetitive basis to its proteges.

(End of clause)

#### 52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS (DEC 2004)

(a) Definitions.

"Commercial item", has the meaning contained in Federal Acquisition Regulation 2.101, Definitions.

"Subcontract", includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.

(c) (1) The Contractor shall insert the following clauses in subcontracts for commercial items:

(i) 52.219-8, Utilization of Small Business Concerns (MAY 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (Apr 2002) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212(a)).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).

(v) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201). Flow down as required in accordance with paragraph (g) of FAR clause 52.222-39).

(vi) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (APR 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631) (flow down required in accordance with paragraph (d) of FAR clause 52.247-64).

(2) While not required, the Contractor may flow down to subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

(End of clause)

#### 52.245-1 PROPERTY RECORDS (APR 1984)

The Government shall maintain the Government's official property records in connection with Government property under this contract. The Government Property clause is hereby modified by deleting the requirement for the Contractor to maintain such records.

(End of clause)

#### 52.245-2 GOVERNMENT PROPERTY (FIXED-PRICE CONTRACTS) (MAY 2004)

(a) Government-furnished property.

(1) Overseas contracts. If this contract is to be performed outside of the United States and its outlying areas, the words "Government" and "Government-furnished" (wherever they appear in this clause) shall be construed as "United States Government" and "United States Government-furnished," respectively.

(2) The delivery or performance dates for this contract are based upon the expectation that Government-furnished property suitable for use (except for property furnished "as is") will be delivered to the Contractor at the times stated in the Schedule or, if not so stated, in sufficient time to enable the Contractor to meet the contract's delivery or performance dates.

(3) If Government-furnished property is received by the Contractor in a condition not suitable for the intended use, the Contractor shall, upon receipt of it, notify the Contracting Officer, detailing the facts, and, as directed by the Contracting Officer and at Government expense, either repair, modify, return, or otherwise dispose of the property. After completing the directed action and upon written request of the Contractor, the Contracting Officer shall make an equitable adjustment as provided in paragraph (h) of this clause.

(4) If Government-furnished property is not delivered to the Contractor by the required time, the Contracting Officer shall, upon the Contractor's timely written request, make a determination of the delay, if any, caused the Contractor and shall make an equitable adjustment in accordance with paragraph (h) of this clause.

(b) Changes in Government-furnished property. (1) The Contracting Officer may, by written notice, (i) decrease the Government-furnished property provided or to be provided under this contract, or (ii) substitute other Government-furnished property for the property to be provided by the Government, or to be acquired by the Contractor for the Government, under this contract. The Contractor shall promptly take such action as the Contracting Officer may direct regarding the removal, shipment, or disposal of the property covered by such notice.

(2) Upon the Contractor's written request, the Contracting Officer shall make an equitable adjustment to the contract in accordance with paragraph (h) of this clause, if the Government has agreed in the Schedule to make the property available for performing this contract and there is any--

(i) Decrease or substitution in this property pursuant to subparagraph (b)(1) of this clause; or

(ii) Withdrawal of authority to use this property, if provided under any other contract or lease.

(c) Title in Government property. (1) The Government shall retain title to all Government-furnished property.

(2) All Government-furnished property and all property acquired by the Contractor, title to which vests in the Government under this paragraph (collectively referred to as "Government property"), are subject to the provisions of this clause. However, special tooling accountable to this contract is subject to the provisions of the Special Tooling clause and is not subject to the provisions of this clause. Title to Government property shall not be affected by its incorporation into or attachment to any property not owned by the Government, nor shall Government property become a fixture or lose its identity as personal property by being attached to any real property.

(3) Title to each item of facilities and special test equipment acquired by the Contractor for the Government under this contract shall pass to and vest in the Government when its use in performing this contract commences or when the Government has paid for it, whichever is earlier, whether or not title previously vested in the Government.

(4) If this contract contains a provision directing the Contractor to purchase material for which the Government will reimburse the Contractor as a direct item of cost under this contract--

(i) Title to material purchased from a vendor shall pass to and vest in the Government upon the vendor's delivery of such material; and

(ii) Title to all other material shall pass to and vest in the Government upon--

(A) Issuance of the material for use in contract performance;

(B) Commencement of processing of the material or its use in contract performance; or

(C) Reimbursement of the cost of the material by the Government, whichever occurs first.

(d) Use of Government property. The Government property shall be used only for performing this contract, unless otherwise provided in this contract or approved by the Contracting Officer.

(e) Property administration. (1) The Contractor shall be responsible and accountable for all Government property provided under this contract and shall comply with Federal Acquisition Regulation (FAR) Subpart 45.5, as in effect on the date of this contract.

(2) The Contractor shall establish and maintain a program for the use, maintenance, repair, protection, and preservation of Government property in accordance with sound industrial practice and the applicable provisions of Subpart 45.5 of the FAR.

(3) If damage occurs to Government property, the risk of which has been assumed by the Government under this contract, the Government shall replace the items or the Contractor shall make such repairs as the Government directs. However, if the Contractor cannot effect such repairs within the time required, the Contractor shall dispose of the property as directed by the Contracting Officer. When any property for which the Government is responsible is replaced or repaired, the Contracting Officer shall make an equitable adjustment in accordance with paragraph (h) of this clause.

(4) The Contractor represents that the contract price does not include any amount for repairs or replacement for which the Government is responsible. Repair or replacement of property for which the Contractor is responsible shall be accomplished by the Contractor at its own expense.

(f) Access. The Government and all its designees shall have access at all reasonable times to the premises in which any Government property is located for the purpose of inspecting the Government property.

(g) Risk of loss. Unless otherwise provided in this contract, the Contractor assumes the risk of, and shall be responsible for, any loss or destruction of, or damage to, Government property upon its delivery to the Contractor or upon passage of title to the Government under paragraph (c) of this clause. However, the Contractor is not responsible for reasonable wear and tear to Government property or for Government property properly consumed in performing this contract.

(h) Equitable adjustment. When this clause specifies an equitable adjustment, it shall be made to any affected contract provision in accordance with the procedures of the Changes clause. When appropriate, the Contracting Officer may initiate an equitable adjustment in favor of the Government. The right to an equitable adjustment shall be the Contractor's exclusive remedy. The Government shall not be liable to suit for breach of contract for--

(1) Any delay in delivery of Government-furnished property;

(2) Delivery of Government-furnished property in a condition not suitable for its intended use;

(3) A decrease in or substitution of Government-furnished property; or

(4) Failure to repair or replace Government property for which the Government is responsible.

(i) Government property disposal. Except as provided in paragraphs (i)(1)(i), (i)(2), and (i)(8)(i) of this clause, the Contractor shall not dispose of Government property until authorized to do so by the Plant Clearance Officer.

(1) Scrap (to which the Government has obtained title under paragraph (c) of this clause).--(i) Contractor with an approved scrap procedure.--(A) The Contractor may dispose of scrap resulting from production or testing under this contract without Government approval. However, if the scrap requires demilitarization or is sensitive property, the Contractor shall submit the scrap on an inventory disposal schedule.

(B) For scrap from other than production or testing the Contractor may prepare scrap lists in lieu of inventory disposal schedules (provided such lists are consistent with the approved scrap procedures), except that inventory disposal schedules shall be submitted for scrap aircraft or aircraft parts and scrap that--

(1) Requires demilitarization;

(2) Is a classified item;

(3) Is generated from classified items;

(4) Contains hazardous materials or hazardous wastes;

(5) Contains precious metals; or

(6) Is dangerous to the public health, safety, or welfare.

(ii) Contractor without an approved scrap procedure. The Contractor shall submit an inventory disposal schedule for all scrap.

(2) Pre-disposal requirements. When the Contractor determines that a property item acquired or produced by the Contractor, to which the Government has obtained title under paragraph (c) of this clause, is no longer needed for performance of this contract, the Contractor, in the following order of priority:

(i) May purchase the property at the **acquisition** cost.

(ii) Shall make reasonable efforts to return unused property to the appropriate supplier at fair market value (less, if applicable, a reasonable restocking fee that is consistent with the supplier's customary practices).

(iii) Shall list, on Standard Form 1428, Inventory Disposal Schedule, property that was not purchased under paragraph (i)(2)(i) of this clause, could not be returned to a supplier, or could not be used in the performance of other Government contracts.

(3) Inventory disposal schedules.--(i) The Contractor shall use Standard Form 1428, Inventory Disposal Schedule, to identify--

(A) Government-furnished property that is no longer required for performance of this contract, provided the terms of another Government contract do not require the Government to furnish that property for performance of that contract; and

(B) Property acquired or produced by the Contractor, to which the Government has obtained title under paragraph (c) of this clause, that is no longer required for performance of that contract.

(ii) The Contractor may annotate inventory disposal schedules to identify property the Contractor wishes to purchase from the Government.

(iii) Unless the Plant Clearance Officer has agreed otherwise, or the contract requires electronic submission of inventory disposal schedules, the Contractor shall prepare separate inventory disposal schedules for--

(A) Special test equipment with commercial components;

(B) Special test equipment without commercial components;

(C) Printing equipment;

(D) Computers, components thereof, peripheral equipment, and related equipment;

(E) Precious Metals;

(F) Nonnuclear hazardous materials or hazardous wastes; or

(G) Nuclear materials or nuclear wastes.

(iv) Property with the same description, condition code, and reporting location may be grouped in a single line item. The Contractor shall describe special test equipment in sufficient detail to permit an understanding of the special test equipment's intended use.



(4) Submission requirements. The Contractor shall submit inventory disposal schedules to the Plant Clearance Officer no later than--

(i) Thirty days following the Contractor's determination that a Government property item is no longer required for performance of the contract;

(ii) Sixty days, or such longer period as may be approved by the Plant Clearance Officer, following completion of contract deliveries or performance; or

(iii) One hundred twenty days, or such longer period as may be approved by the Plant Clearance Officer, following contract termination in whole or in part.

(5) Corrections. The Plant Clearance Officer may require the Contractor to correct an inventory disposal schedule or may reject a schedule if the property identified on the schedule is not accountable under this contract or is not in the quantity or condition indicated.

(6) Postsubmission adjustments. The Contractor shall provide the Plant Clearance Officer at least 10 working days advance written notice of its intent to remove a property item from an approved inventory disposal schedule. Unless the Plant Clearance Officer objects to the intended schedule adjustment within the notice period, the Contractor may make the adjustment upon expiration of the notice period.

(7) Storage.--

(i) The Contractor shall store the property identified on an inventory disposal schedule pending receipt of disposal instructions. The Government's failure to provide disposal instructions within 120 days following acceptance of an inventory disposal schedule might entitle the Contractor to an equitable adjustment for costs incurred to store such property on or after the 121st day.

(ii) The Contractor shall obtain the Plant Clearance Officer's approval to remove Government property from the premises at which the property is currently located prior to receipt of final disposition instructions. If approval is granted, any costs incurred by the Contractor to transport or store the property shall not increase the price or fee of any Government contract. The storage facility shall be appropriate for assuring the property's physical safety and suitability for use. Approval does not relieve the Contractor of any liability under this contract for such property.

(8) Disposition instructions.

(i) If the Government does not provide disposition instructions to the Contractor within 45 days following acceptance of a scrap list, the Contractor may dispose of the listed scrap in accordance with the Contractor's approved scrap procedures.

(ii) The Contractor shall prepare for shipment, deliver f.o.b. origin, or dispose of Government property as directed by the Plant Clearance Officer. The Contractor shall remove and destroy any markings identifying the property as Government property prior to disposing of the property.

(iii) The Contracting Officer may require the Contractor to demilitarize the property prior to shipment or disposal. Any equitable adjustment incident to the Contracting Officer's direction to demilitarize Government property shall be made in accordance with paragraph (h) of this clause.

(9) Disposal proceeds. The Contractor shall credit the net proceeds from the disposal of Government property to the price or cost of work covered by this contract or to the Government as the Contracting Officer directs.

(10) Subcontractor inventory disposal schedules. The Contractor shall require a subcontractor that is using property accountable under this contract at a subcontractor-managed site to submit inventory disposal schedules to the Contractor in sufficient time for the Contractor to comply with the requirements of paragraph (i)(4) of this clause.

(j) Abandonment of Government property.

(1) The Government will not abandon sensitive Government property without the Contractor's written consent.

(2) The Government, upon notice to the Contractor, may abandon any nonsensitive Government property in place at which time all obligations of the Government regarding such abandoned property shall cease.

(3) The Government has no obligation to restore or rehabilitate the Contractor's premises under any circumstances; however, if Government-furnished property is withdrawn or is unsuitable for the intended use, or if other Government property is substituted, then the equitable adjustment under paragraph (h) of this clause may properly include restoration or rehabilitation costs.

(k) Communications. All communications under this clause shall be in writing.

(l) Overseas contracts. If this contract is to be performed outside of the United States of America, its territories, or possessions, the words "Government" and "Government-furnished" (wherever they appear in this clause) shall be construed as "United States Government" and "United States Government-furnished," respectively.

(End of clause)

#### 52.246-20 WARRANTY OF SERVICES (MAY 2001)

(j) Definition.

"Acceptance," as used in this clause, means the act of an authorized representative of the Government by which the Government assumes for itself, or as an agent of another, ownership of existing and identified supplies, or approves specific services, as partial or complete performance of the contract.

(b) Notwithstanding inspection and acceptance by the Government or any provision concerning the conclusiveness thereof, the Contractor warrants that all services performed under this contract will, at the time of acceptance, be free from defects in workmanship and conform to the requirements of this contract. The Contracting Officer shall give written notice of any defect or nonconformance to the Contractor within 30 days from the date of acceptance by the Government. This notice shall state either (1) that the Contractor shall correct or reperform any defective or nonconforming services, or (2) that the Government does not require correction or reperformance.

(c) If the Contractor is required to correct or reperform, it shall be at no cost to the Government, and any services corrected or reperformed by the Contractor shall be subject to this clause to the same extent as work initially performed. If the Contractor fails or refuses to correct or reperform, the Contracting Officer may, by contract or otherwise, correct or replace with similar services and charge to the Contractor the cost occasioned to the Government thereby, or make an equitable adjustment in the contract price.

(d) If the Government does not require correction or reperformance, the Contracting Officer shall make an equitable adjustment in the contract price.

(End of clause)

## 52.246-25 LIMITATION OF LIABILITY--SERVICES (FEB 1997)

(a) Except as provided in paragraphs (b) and (c) below, and except to the extent that the Contractor is expressly responsible under this contract for deficiencies in the services required to be performed under it (including any materials furnished in conjunction with those services), the Contractor shall not be liable for loss of or damage to property of the Government that (1) occurs after Government acceptance of services performed under this contract, and (2) results from any defects or deficiencies in the services performed or materials furnished.

(b) The limitation of liability under paragraph (a) above shall not apply when a defect or deficiency in, or the Government's acceptance of, services performed or materials furnished results from willful misconduct or lack of good faith on the part of any of the Contractor's managerial personnel. The term "Contractor's managerial personnel," as used in this clause, means the Contractor's directors, officers, and any of the Contractor's managers, superintendents, or equivalent representatives who have supervision or direction of--

(1) All or substantially all of the Contractor's business;

(2) All or substantially all of the Contractor's operations at any one plant, laboratory, or separate location at which the contract is being performed; or

(3) A separate and complete major industrial operation connected with the performance of this contract.

(c) If the Contractor carries insurance, or has established a reserve for self-insurance, covering liability for loss or damage suffered by the Government through the Contractor's performance of services or furnishing of materials under this contract, the Contractor shall be liable to the Government, to the extent of such insurance or reserve, for loss of or damage to property of the Government occurring after Government acceptance of, and resulting from any defects and deficiencies in, services performed or materials furnished under this contract.

(End of clause)

## 52.249-4 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (SERVICES) (SHORT FORM) (APR 1984)

The Contracting Officer, by written notice, may terminate this contract, in whole or in part, when it is in the Government's interest. If this contract is terminated, the Government shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

(End of clause)

## 52.249-8 DEFAULT (FIXED-PRICE SUPPLY AND SERVICE) (APR 1984)

(a)(1) The Government may, subject to paragraphs (c) and (d) of this clause, by written notice of default to the Contractor, terminate this contract in whole or in part if the Contractor fails to--

(i) Deliver the supplies or to perform the services within the time specified in this contract or any extension;

(ii) Make progress, so as to endanger performance of this contract (but see subparagraph (a)(2) of this clause); or

(iii) Perform any of the other provisions of this contract (but see subparagraph (a)(2) below).

(2) The Government's right to terminate this contract under subdivisions (a)(1)(ii) and (1)(iii) of this clause, may be exercised if the Contractor does not cure such failure within 10 days (or more if authorized in writing by the Contracting Officer) after receipt of the notice from the Contracting Officer specifying the failure.

(b) If the Government terminates this contract in whole or in part, it may acquire, under the terms and in the manner the Contracting Officer considers appropriate, supplies or services similar to those terminated, and the Contractor will be liable to the Government for any excess costs for those supplies or services. However, the Contractor shall continue the work not terminated.

(c) Except for defaults of subcontractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform the contract arises from causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include (1) acts of God or of the public enemy, (2) acts of the Government in either its sovereign or contractual capacity, (3) fires, (4) floods, (5) epidemics, (6) quarantine restrictions, (7) strikes, (8) freight embargoes, and (9) unusually severe weather. In each instance the failure to perform must be beyond the control and without the fault or negligence of the Contractor.

(d) If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform, unless the subcontracted supplies or services were obtainable from other sources in sufficient time for the Contractor to meet the required delivery schedule.

(e) If this contract is terminated for default, the Government may require the Contractor to transfer title and deliver to the Government, as directed by the Contracting Officer, any (1) completed supplies, and (2) partially completed supplies and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights (collectively referred to as "manufacturing materials" in this clause) that the Contractor has specifically produced or acquired for the terminated portion of this contract. Upon direction of the Contracting Officer, the Contractor shall also protect and preserve property in its possession in which the Government has an interest.

(f) The Government shall pay contract price for completed supplies delivered and accepted. The Contractor and Contracting Officer shall agree on the amount of payment for manufacturing materials delivered and accepted and for the protection and preservation of the property. Failure to agree will be a dispute under the Disputes clause. The Government may withhold from these amounts any sum the Contracting Officer determines to be necessary to protect the Government against loss because of outstanding liens or claims of former lien holders.

(g) If, after termination, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Government.

(h) The rights and remedies of the Government in this clause are in addition to any other rights and remedies provided by law or under this contract.

(End of clause)

#### 52.252-4 ALTERATIONS IN CONTRACT (APR 1984)

Portions of this contract are altered as follows:

If there are alternations they will be incorporated under this clause at the time of award.

(End of clause)

52.253-1 COMPUTER GENERATED FORMS (JAN 1991)

- (a) Any data required to be submitted on a Standard or Optional Form prescribed by the Federal Acquisition Regulation (FAR) may be submitted on a computer generated version of the form, provided there is no change to the name, content, or sequence of the data elements on the form, and provided the form carries the Standard or Optional Form number and edition date.
- (b) Unless prohibited by agency regulations, any data required to be submitted on an agency unique form prescribed by an agency supplement to the FAR may be submitted on a computer generated version of the form provided there is no change to the name, content, or sequence of the data elements on the form and provided the form carries the agency form number and edition date.
- (k) If the Contractor submits a computer generated version of a form that is different than the required form, then the rights and obligations of the parties will be determined based on the content of the required form.

(End of clause)

252.201-7000 CONTRACTING OFFICER'S REPRESENTATIVE (DEC 1991)

- (a) "Definition. Contracting officer's representative" means an individual designated in accordance with subsection 201.602-2 of the Defense Federal Acquisition Regulation Supplement and authorized in writing by the contracting officer to perform specific technical or administrative functions.
- (b) If the Contracting Officer designates a contracting officer's representative (COR), the Contractor will receive a copy of the written designation. It will specify the extent of the COR's authority to act on behalf of the contracting officer. The COR is not authorized to make any commitments or changes that will affect price, quality, quantity, delivery, or any other term or condition of the contract.

(End of clause)

252.203-7001 PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT-RELATED FELONIES (DEC 2004)

- (a) Definitions. As used in this clause—

- (1) "Arising out of a contract with the DoD" means any act in connection with—

- (i) Attempting to obtain;

- (ii) Obtaining, or

- (iii) Performing a contract or first-tier subcontract of any agency, department, or component of the Department of Defense (DoD).

(2) "Conviction of fraud or any other felony" means any conviction for fraud or a felony in violation of state or Federal criminal statutes, whether entered on a verdict or plea, including a plea of nolo contendere, for which sentence has been imposed.

(3) "Date of conviction" means the date judgment was entered against the individual.

(b) Any individual who is convicted after September 29, 1988, of fraud or any other felony arising out of a contract with the DoD is prohibited from serving--

(1) In a management or supervisory capacity on this contract;

(2) On the board of directors of the Contractor;

(3) As a consultant, agent, or representative for the Contractor; or

(4) In any other capacity with the authority to influence, advise, or control the decisions of the Contractor with regard to this contract.

(c) Unless waived, the prohibition in paragraph (b) of this clause applies for not less than 5 years from the date of conviction.

(d) 10 U.S.C. 2408 provides that the Contractor shall be subject to a criminal penalty of not more than \$500,000 if convicted of knowingly--

(1) Employing a person under a prohibition specified in paragraph (b) of this clause; or

(2) Allowing such a person to serve on the board of directors of the contractor or first-tier subcontractor.

(e) In addition to the criminal penalties contained in 10 U.S.C. 2408, the Government may consider other available remedies, such as—

(1) Suspension or debarment;

(2) Cancellation of the contract at no cost to the Government; or

(3) Termination of the contract for default.

(f) The Contractor may submit written requests for waiver of the prohibition in paragraph (b) of this clause to the Contracting Officer. Requests shall clearly identify—

(1) The person involved;

(2) The nature of the conviction and resultant sentence or punishment imposed;

(3) The reasons for the requested waiver; and

(4) An explanation of why a waiver is in the interest of national security.

(g) The Contractor agrees to include the substance of this clause, appropriately modified to reflect the identity and relationship of the parties, in all first-tier subcontracts exceeding the simplified acquisition threshold in Part 2 of the Federal Acquisition Regulation, except those for commercial items or components.

(h) Pursuant to 10 U.S.C. 2408(c), defense contractors and subcontractors may obtain information as to whether a particular person has been convicted of fraud or any other felony arising out of a contract with the DoD by contacting The Office of Justice Programs, The Denial of Federal Benefits Office, U.S. Department of Justice, telephone (301) 809-4904.

(End of clause)

252.203-7002 DISPLAY OF DOD HOTLINE POSTER (DEC 1991)

(a) The Contractor shall display prominently in common work areas within business segments performing work under Department of Defense (DoD) contracts, DoD Hotline Posters prepared by the DoD Office of the Inspector General.

(b) DoD Hotline Posters may be obtained from the DoD Inspector General, ATTN: Defense Hotline, 400 Army Navy Drive, Washington, DC 22202-2884.

(l) The Contractor need not comply with paragraph (a) of this clause if it has established a mechanism, such as a hotline, by which employees may report suspected instances of improper conduct, and instructions that encourage employees to make such reports.

(End of clause)

252.204-7003 CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT (APR 1992)

The Contractor's procedures for protecting against unauthorized disclosure of information shall not require Department of Defense employees or members of the Armed Forces to relinquish control of their work products, whether classified or not, to the contractor.

(End of clause)

252.204-7004 CENTRAL CONTRACTOR REGISTRATION (52.204-7) ALTERNATE A (NOV 2003)

(a) Definitions. As used in this clause--

“Central Contractor Registration (CCR) database” means the primary Government repository for contractor information required for the conduct of business with the Government.

“Commercial and Government Entity (CAGE) code” means--

(1) A code assigned by the Defense Logistics Information Service (DLIS) to identify a commercial or Government entity; or

(2) A code assigned by a member of the North Atlantic Treaty Organization that DLIS records and maintains in the CAGE master file. This type of code is known as an “NCAGE code.”

“Data Universal Numbering System (DUNS) number” means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

“Data Universal Numbering System +4 (DUNS+4) number” means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see Subpart 32.11 of the Federal Acquisition Regulation) for the same parent concern.

“Registered in the CCR database” means that--

(1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database;

(2) The Contractor's CAGE code is in the CCR database; and

(3) The Government has validated all mandatory data fields and has marked the records “Active.”

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS +4" followed by the DUNS or DUNS +4 number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number-

(i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com>; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company Physical Street Address, City, State, and Zip Code.

(iv) Company Mailing Address, City, State and Zip Code (if separate from physical).

(v) Company Telephone Number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).



(x) Company Headquarters name and address (reporting relationship within your entity).

(d) If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(g)

(1)

(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of Subpart 42.12 of the FAR; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see FAR Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(h) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423, or 269-961-5757.

(End of clause)

## 252.205-7000 PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS (DEC 1991)

(a) Definition.

"Cooperative agreement holder" means a State or local government; a private, nonprofit organization; a tribal organization (as defined in section 4(c) of the Indian Self-Determination and Education Assistance Act (Pub. L. 93-268; 25 U.S.C. 450 (c))); or an economic enterprise (as defined in section 3(e) of the Indian Financing Act of 1974 (Pub. L. 93-362; 25 U.S.C. 1452(e))) whether such economic enterprise is organized for profit or nonprofit purposes;

which has an agreement with the Defense Logistics Agency to furnish procurement technical assistance to business entities.

(b) The Contractor shall provide cooperative agreement holders, upon their request, with a list of those appropriate employees or offices responsible for entering into subcontracts under defense contracts. The list shall include the business address, telephone number, and area of responsibility of each employee or office.

(c) The Contractor need not provide the listing to a particular cooperative agreement holder more frequently than once a year.

(End of clause)

#### 252.209-7004 SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY (MAR 1998)

(a) Unless the Government determines that there is a compelling reason to do so, the Contractor shall not enter into any subcontract in excess of \$25,000 with a firm, or subsidiary of a firm, that is identified, on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs, as being ineligible for the award of Defense contracts or subcontracts because it is owned or controlled by the government of a terrorist country.

(b) A corporate officer or a designee of the Contractor shall notify the Contracting Officer, in writing, before entering into a subcontract with a party that is identified, on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs, as being ineligible for the award of Defense contracts or subcontracts because it is owned or controlled by the government of a terrorist country. The notice must include the name of the proposed subcontractor notwithstanding its inclusion on the List of Parties Excluded From Federal Procurement and Nonprocurement Programs.

(End of clause)

#### 252.215-7000 PRICING ADJUSTMENTS (DEC 1991)

The term "pricing adjustment," as used in paragraph (a) of the clauses entitled "Price Reduction for Defective Cost or Pricing Data - Modifications," "Subcontractor Cost or Pricing Data," and "Subcontractor Cost or Pricing Data - Modifications," means the aggregate increases and/or decreases in cost plus applicable profits.

(End of clause)

#### 252.219-7003 SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS SUBCONTRACTING PLAN (DOD CONTRACTS) (APR. 1996)

This clause supplements the Federal Acquisition Regulation 52.219-9, Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan, clause of this contract.

(a) *Definitions. Historically black colleges and universities*, as used in this clause, means institutions determined by the Secretary of Education to meet the requirements of 34 CFR 608.2. The term also means any nonprofit research institution that was an integral part of such a college or university before November 14, 1986.

*Minority institutions*, as used in this clause, means institutions meeting the requirements of section 1046(3) of the Higher Education Act of 1965 (20 U.S.C. 1135d-5(3)). The term also includes Hispanic-serving institutions as defined in section 316(b)(1) of such Act (20 U.S.C. 1059c(b)(1)).

(b) Except for company or division-wide commercial items subcontracting plans, the term *small disadvantaged business*, when used in the FAR 52.219-9 clause, includes historically black colleges and universities and minority institutions, in addition to small disadvantaged business concerns.

(c) Work under the contract or its subcontracts shall be credited toward meeting the small disadvantaged business concern goal required by paragraph (d) of the FAR 52.219-9 clause when:

(1) It is performed on Indian lands or in joint venture with an Indian tribe or a tribally-owned corporation, and

(2) It meets the requirements of 10 U.S.C. 2323a.

(d) Subcontracts awarded to workshops approved by the Committee for Purchase from People Who are Blind or Severely Disabled (41 U.S.C. 46-48), may be counted toward the Contractor's small business subcontracting goal.

(e) A mentor firm, under the Pilot Mentor-Protege Program established under Section 831 of Pub. L. 101-510, as amended, may count toward its small disadvantaged business goal, subcontracts awarded--

(f) The master plan approval referred to in paragraph (f) of the FAR 52.219-9 clause is approval by the Contractor's cognizant contract administration activity.

(g) In those subcontracting plans which specifically identify small, small disadvantaged, and women-owned small businesses, the Contractor shall notify the Administrative Contracting Officer of any substitutions of firms that are not small, small disadvantaged, or women-owned small businesses for the firms listed in the subcontracting plan. Notifications shall be in writing and shall occur within a reasonable period of time after award of the subcontract. Contractor-specified formats shall be acceptable.

(End of clause)

#### 252.223-7004 DRUG-FREE WORK FORCE (SEP 1988)

(a) Definitions.

(1) "Employee in a sensitive position," as used in this clause, means an employee who has been granted access to classified information; or employees in other positions that the Contractor determines involve national security; health or safety, or functions other than the foregoing requiring a high degree of trust and confidence.

(2) "Illegal drugs," as used in this clause, means controlled substances included in Schedules I and II, as defined by section 802(6) of title 21 of the United States Code, the possession of which is unlawful under chapter 13 of that Title. The term "illegal drugs" does not mean the use of a controlled substance pursuant to a valid prescription or other uses authorized by law.

(b) The Contractor agrees to institute and maintain a program for achieving the objective of a drug-free work force. While this clause defines criteria for such a program, contractors are encouraged to implement alternative approaches comparable to the criteria in paragraph (c) that are designed to achieve the objectives of this clause.

(c) Contractor programs shall include the following, or appropriate alternatives:

(1) Employee assistance programs emphasizing high level direction, education, counseling, rehabilitation, and coordination with available community resources;

(2) Supervisory training to assist in identifying and addressing illegal drug use by Contractor employees;

(3) Provision for self-referrals as well as supervisory referrals to treatment with maximum respect for individual confidentiality consistent with safety and security issues;

(4) Provision for identifying illegal drug users, including testing on a controlled and carefully monitored basis. Employee drug testing programs shall be established taking account of the following:

(i) The Contractor shall establish a program that provides for testing for the use of illegal drugs by employees in sensitive positions. The extent of and criteria for such testing shall be determined by the Contractor based on considerations that include the nature of the work being performed under the contract, the employee's duties, and efficient use of Contractor resources, and the risks to health, safety, or national security that could result from the failure of an employee adequately to discharge his or her position.

(ii) In addition, the Contractor may establish a program for employee drug testing--

(A) When there is a reasonable suspicion that an employee uses illegal drugs; or

(B) When an employee has been involved in an accident or unsafe practice;

(C) As part of or as a follow-up to counseling or rehabilitation for illegal drug use;

(D) As part of a voluntary employee drug testing program.

(iii) The Contractor may establish a program to test applicants for employment for illegal drug use.

(iv) For the purpose of administering this clause, testing for illegal drugs may be limited to those substances for which testing is prescribed by section 2.1 of subpart B of the "Mandatory Guidelines for Federal Workplace Drug Testing Programs" (53 FR 11980 (April 11, 1988), issued by the Department of Health and Human Services.

(d) Contractors shall adopt appropriate personnel procedures to deal with employees who are found to be using drugs illegally. Contractors shall not allow any employee to remain on duty or perform in a sensitive position who is found to use illegal drugs until such times as the Contractor, in accordance with procedures established by the Contractor, determines that the employee may perform in such a position.

(e) The provisions of this clause pertaining to drug testing program shall not apply to the extent that are inconsistent with state or local law, or with an existing collective bargaining agreement; provided that with respect to the latter, the Contractor agrees those issues that are in conflict will be a subject of negotiation at the next collective bargaining session.

(End of clause)

## 252.223-7006 PROHIBITION ON STORAGE AND DISPOSAL OF TOXIC AND HAZARDOUS MATERIALS (APR 1993)

(a) "Definitions".

As used in this clause --

(1) "Storage" means a non-transitory, semi-permanent or permanent holding, placement, or leaving of material. It does not include a temporary accumulation of a limited quantity of a material used in or a waste generated or resulting from authorized activities, such as servicing, maintenance, or repair of Department of Defense (DoD) items, equipment, or facilities.

(2) "Toxic or hazardous materials" means:

(i) Materials referred to in section 101(14) of the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) of 1980 (42 U.S.C. 9601(14)) and materials designated under section 102 of CERCLA (42 U.S.C. 9602) (40 CFR part 302);

(ii) Materials that are of an explosive, flammable, or pyrotechnic nature; or

(iii) Materials otherwise identified by the Secretary of Defense as specified in DoD regulations.

(b) In accordance with 10 U.S.C. 2692, the Contractor is prohibited from storing or disposing of non-DoD-owned toxic or hazardous materials on a DoD installation, except to the extent authorized by a statutory exception to 10 U.S.C. 2692 or as authorized by the Secretary of Defense or his designee.

(End of clause)

#### 252.225-7031 SECONDARY ARAB BOYCOTT OF ISRAEL (JUN 2005)

(a) Definitions. As used in this provision--

(1) Foreign person means any person (including any individual, partnership, corporation, or other form of association) other than a United States person.

(2) United States means the 50 States, the District of Columbia, outlying areas, and the outer Continental Shelf as defined in 43 U.S.C. 1331.

(3) United States person is defined in 50 U.S.C. App. 2415(2) and means--

(i) Any United States resident or national (other than an individual resident outside the United States who is employed by other than a United States person);

(ii) Any domestic concern (including any permanent domestic establishment of any foreign concern); and

(iii) Any foreign subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern that is controlled in fact by such domestic concern.

(b) Certification. If the offeror is a foreign person, the offeror certifies, by submission of an offer, that it--

(1) Does not comply with the Secondary Arab Boycott of Israel; and

(2) Is not taking or knowingly agreeing to take any action, with respect to the Secondary Boycott of Israel by Arab countries, which 50 U.S.C. App. 2407(a) prohibits a United States person from taking.

(End of provision)

252.226-7001 UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN-OWNED ECONOMIC ENTERPRISES, AND NATIVE HAWAIIAN SMALL BUSINESS CONCERNS (SEP 2004)

(a) Definitions. As used in this clause--

Indian means--

(1) Any person who is a member of any Indian tribe, band, group, pueblo, or community that is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs (BIA) in accordance with 25 U.S.C. 1452(c); and

(2) Any "Native" as defined in the Alaska Native Claims Settlement Act (43 U.S.C. 1601 et seq.).

Indian organization means the governing body of any Indian tribe or entity established or recognized by the governing body of an Indian tribe for the purposes of 25 U.S.C. chapter 17.

Indian-owned economic enterprise means any Indian-owned (as determined by the Secretary of the Interior) commercial, industrial, or business activity established or organized for the purpose of profit, provided that Indian ownership constitutes not less than 51 percent of the enterprise.

Indian tribe means any Indian tribe, band, group, pueblo, or community, including native villages and native groups (including corporations organized by Kenai, Juneau, Sitka, and Kodiak) as defined in the Alaska Native Claims Settlement Act, that is recognized by the Federal Government as eligible for services from BIA in accordance with 25 U.S.C. 1452(c).

Interested party means a contractor or an actual or prospective offeror whose direct economic interest would be affected by the award of a subcontract or by the failure to award a subcontract.

Native Hawaiian small business concern means an entity that is --

(1) A small business concern as defined in section 3 of the Small Business Act (15 U.S.C. 632) and relevant implementing regulations; and

(2) Owned and controlled by a Native Hawaiian as defined in 25 U.S.C. 4221(9).

(b) The Contractor shall use its best efforts to give Indian organizations, Indian-owned economic enterprises, and Native Hawaiian small business concerns the maximum practicable opportunity to participate in the subcontracts it awards, to the fullest extent consistent with efficient performance of the contract.

(c) The Contracting Officer and the Contractor, acting in good faith, may rely on the representation of an Indian organization, Indian-owned economic enterprise, or Native Hawaiian small business concern as to its eligibility, unless an interested party challenges its status or the Contracting Officer has independent reason to question that status.

(d) In the event of a challenge to the representation of a subcontractor, the Contracting Officer will refer the matter to--

(1) For matters relating to Indian organizations or Indian-owned economic enterprises: U.S. Department of the Interior, Bureau of Indian Affairs, Attn: Chief, Division of Contracting and Grants Administration, 1849 C Street NW, MS-2626-MIB, Washington, DC 20240-4000. The BIA will determine the eligibility and will notify the Contracting Officer.

(2) For matters relating to Native Hawaiian small business concerns: Department of Hawaiian Home Lands, PO Box 1879, Honolulu, HI 96805. The Department of Hawaiian Home Lands will determine the eligibility and will notify the Contracting Officer.

(e) No incentive payment will be made--

(1) While a challenge is pending; or

(2) If a subcontractor is determined to be an ineligible participant.

(f)(1) The Contractor, on its own behalf or on behalf of a subcontractor at any tier, may request an incentive payment in accordance with this clause.

(2) The incentive amount that may be requested is 5 percent of the estimated cost, target cost, or fixed price included in the subcontract at the time of award to the Indian organization, Indian-owned economic enterprise, or Native Hawaiian small business concern.

(3) In the case of a subcontract for commercial items, the Contractor may receive an incentive payment only if the subcontracted items are produced or manufactured in whole or in part by an Indian organization, Indian-owned economic enterprise, or Native Hawaiian small business concern.

(4) The Contractor has the burden of proving the amount claimed and shall assert its request for an incentive payment prior to completion of contract performance.

(5) The Contracting Officer, subject to the terms and conditions of the contract and the availability of funds, will authorize an incentive payment of 5 percent of the estimated cost, target cost, or fixed price included in the subcontract awarded to the Indian organization, Indian-owned economic enterprise, or Native Hawaiian small business concern.

(6) If the Contractor requests and receives an incentive payment on behalf of a subcontractor, the Contractor is obligated to pay the subcontractor the incentive amount.

(g) The Contractor shall insert the substance of this clause, including this paragraph (g), in all subcontracts exceeding \$500,000.

(End of clause)

#### 252.231-7000 SUPPLEMENTAL COST PRINCIPLES (DEC 1991)

When the allowability of costs under this contract is determined in accordance with part 31 of the Federal Acquisition Regulation (FAR), allowability shall also be determined in accordance with part 231 of the Defense FAR Supplement, in effect on the date of this contract.

(End of clause)

#### 252.242-7000 POSTAWARD CONFERENCE (DEC 1991)

The Contractor agrees to attend any postaward conference convened by the contracting activity or contract administration office in accordance with Federal Acquisition Regulation subpart 42.5.

(End of clause)

#### 252.243-7001 PRICING OF CONTRACT MODIFICATIONS (DEC 1991)

When costs are a factor in any price adjustment under this contract, the contract cost principles and procedures in FAR part 31 and DFARS part 231, in effect on the date of this contract, apply.

#### 252.243-7002 REQUESTS FOR EQUITABLE ADJUSTMENT (MAR 1998)

(a) The amount of any request for equitable adjustment to contract terms shall accurately reflect the contract adjustment for which the Contractor believes the Government is liable. The request shall include only costs for performing the change, and shall not include any costs that already have been reimbursed or that have been separately claimed. All indirect costs included in the request shall be properly allocable to the change in accordance with applicable acquisition regulations.

(b) In accordance with 10 U.S.C. 2410(a), any request for equitable adjustment to contract terms that exceeds the simplified acquisition threshold shall bear, at the time of submission, the following certificate executed by an individual authorized to certify the request on behalf of the Contractor:

I certify that the request is made in good faith, and that the supporting data are accurate and complete to the best of my knowledge and belief.

-----  
(Official's Name)

-----  
(Title)

(c) The certification in paragraph (b) of this clause requires full disclosure of all relevant facts, including--

(1) Cost or pricing data if required in accordance with subsection 15.403-4 of the Federal Acquisition Regulation (FAR); and

(2) Information other than cost or pricing data, in accordance with subsection 15.403-3 of the FAR, including actual cost data and data to support any estimated costs, even if cost or pricing data are not required.

(d) The certification requirement in paragraph (b) of this clause does not apply to----

(1) Requests for routine contract payments; for example, requests for payment for accepted supplies and services, routine vouchers under a cost-reimbursement type contract, or progress payment invoices; or

(2) Final adjustment under an incentive provision of the contract.

#### 252.245-7001 REPORTS OF GOVERNMENT PROPERTY (MAY 1994)

(a) The Contractor shall provide an annual report --

(1) For all DoD property for which the Contractor is accountable under the contract;



(2) Prepared in accordance with the requirements of DD Form 1662, DoD Property in the Custody of Contractors, or approved substitute, including instructions on the reverse side of the form;

(3) In duplicate, to the cognizant Government property administrator, no later than October 31.

(b) The Contractor is responsible for reporting all Government property accountable to this contract, including that at subcontractor and alternate locations.

(End of clause)

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Section J - List of Documents, Exhibits and Other Attachments

— J.1 Service Contract Wage Determinations

J.2 Task Order 0001

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94-2159 ID,STATEWIDE

WAGE DETERMINATION NO: 94-2159 REV (26) AREA: ID,STATEWIDE

HEALTH AND WELFARE LEVEL - INSURANCE ONLY \*\*OTHER WELFARE LEVEL  
WD:94-2160

\*\*\*\*\*

REGISTER OF WAGE DETERMINATIONS UNDER | U.S. DEPARTMENT OF  
LABOR

THE SERVICE CONTRACT ACT | EMPLOYMENT STANDARDS  
ADMINISTRATION

By direction of the Secretary of Labor | WAGE AND HOUR DIVISION  
WASHINGTON D.C. 20210

William W.Gross Division of | Wage Determination No.: 1994-2159  
Director Wage Determinations| Revision No.: 26  
Date Of Revision: 05/23/2005

State: Idaho  
Area: Idaho Statewide

\*\*Fringe Benefits Required Follow the Occupational Listing\*\*

OCCUPATION CODE - TITLE MINIMUM WAGE RATE

01000 - Administrative Support and Clerical Occupations	
01011 - Accounting Clerk I	9.28
01012 - Accounting Clerk II	10.72
01013 - Accounting Clerk III	12.07
01014 - Accounting Clerk IV	13.18
01030 - Court Reporter	18.73
01050 - Dispatcher, Motor Vehicle	15.94
01060 - Document Preparation Clerk	10.83
01070 - Messenger (Courier)	9.49
01090 - Duplicating Machine Operator	10.83
01110 - Film/Tape Librarian	11.00
01115 - General Clerk I	9.18
01116 - General Clerk II	10.38
01117 - General Clerk III	11.34
01118 - General Clerk IV	12.46

01120 - Housing Referral Assistant	12.98
01131 - Key Entry Operator I	10.43
01132 - Key Entry Operator II	11.43
01191 - Order Clerk I	10.12
01192 - Order Clerk II	11.11
01261 - Personnel Assistant (Employment) I	10.23
01262 - Personnel Assistant (Employment) II	11.36
01263 - Personnel Assistant (Employment) III	12.65
01264 - Personnel Assistant (Employment) IV	14.04
01270 - Production Control Clerk	17.04
01290 - Rental Clerk	10.03
01300 - Scheduler, Maintenance	10.54
01311 - Secretary I	10.54
01312 - Secretary II	12.18
01313 - Secretary III	12.98
01314 - Secretary IV	14.41
01315 - Secretary V	15.99
01320 - Service Order Dispatcher	14.71
01341 - Stenographer I	16.25
01342 - Stenographer II	18.06
01400 - Supply Technician	14.41
01420 - Survey Worker (Interviewer)	9.42
01460 - Switchboard Operator-Receptionist	9.75
01510 - Test Examiner	12.18
01520 - Test Proctor	12.18
01531 - Travel Clerk I	10.21
01532 - Travel Clerk II	10.72
01533 - Travel Clerk III	11.62
01611 - Word Processor I	11.67
01612 - Word Processor II	12.04
01613 - Word Processor III	13.28
03000 - Automatic Data Processing Occupations	
03010 - Computer Data Librarian	10.67
03041 - Computer Operator I	11.21
03042 - Computer Operator II	13.45
03043 - Computer Operator III	15.72
03044 - Computer Operator IV	18.32
03045 - Computer Operator V	19.37
03071 - Computer Programmer I (1)	16.02
03072 - Computer Programmer II (1)	20.80
03073 - Computer Programmer III (1)	25.84
03074 - Computer Programmer IV (1)	27.62
03101 - Computer Systems Analyst I (1)	24.04
03102 - Computer Systems Analyst II (1)	25.82
03103 - Computer Systems Analyst III (1)	27.62
03160 - Peripheral Equipment Operator	11.21

05000 - Automotive Service Occupations	
05005 - Automotive Body Repairer, Fiberglass	16.38
05010 - Automotive Glass Installer	13.21
05040 - Automotive Worker	13.06
05070 - Electrician, Automotive	13.39
05100 - Mobile Equipment Servicer	10.67
05130 - Motor Equipment Metal Mechanic	14.69
05160 - Motor Equipment Metal Worker	13.06
05190 - Motor Vehicle Mechanic	14.69
05220 - Motor Vehicle Mechanic Helper	10.67
05250 - Motor Vehicle Upholstery Worker	12.34
05280 - Motor Vehicle Wrecker	13.06
05310 - Painter, Automotive	13.95
05340 - Radiator Repair Specialist	14.17
05370 - Tire Repairer	10.02
05400 - Transmission Repair Specialist	14.69
07000 - Food Preparation and Service Occupations	
(not set) - Food Service Worker	8.29
07010 - Baker	10.33
07041 - Cook I	8.06
07042 - Cook II	9.35
07070 - Dishwasher	7.20
07130 - Meat Cutter	12.75
07250 - Waiter/Waitress	7.64
09000 - Furniture Maintenance and Repair Occupations	
09010 - Electrostatic Spray Painter	12.32
09040 - Furniture Handler	10.87
09070 - Furniture Refinisher	12.32
09100 - Furniture Refinisher Helper	10.87
09110 - Furniture Repairer, Minor	10.90
09130 - Upholsterer	12.32
11030 - General Services and Support Occupations	
11030 - Cleaner, Vehicles	7.89
11060 - Elevator Operator	8.46
11090 - Gardener	11.71
11121 - House Keeping Aid I	7.96
11122 - House Keeping Aid II	8.48
11150 - Janitor	8.89
11210 - Laborer, Grounds Maintenance	9.91
11240 - Maid or Houseman	7.46
11270 - Pest Controller	13.75
11300 - Refuse Collector	12.39
11330 - Tractor Operator	13.02
11360 - Window Cleaner	9.37
12000 - Health Occupations	
12020 - Dental Assistant	12.92

12040 - Emergency Medical Technician (EMT)/Paramedic/Ambulance Driver	13.13
12071 - Licensed Practical Nurse I	11.86
12072 - Licensed Practical Nurse II	13.29
12073 - Licensed Practical Nurse III	14.87
12100 - Medical Assistant	11.35
12130 - Medical Laboratory Technician	15.05
12160 - Medical Record Clerk	11.24
12190 - Medical Record Technician	13.54
12221 - Nursing Assistant I	8.73
12222 - Nursing Assistant II	9.82
12223 - Nursing Assistant III	10.71
12224 - Nursing Assistant IV	12.01
12250 - Pharmacy Technician	12.23
12280 - Phlebotomist	12.94
12311 - Registered Nurse I	19.66
12312 - Registered Nurse II	22.40
12313 - Registered Nurse II, Specialist	22.40
12314 - Registered Nurse III	26.68
12315 - Registered Nurse III, Anesthetist	26.68
12316 - Registered Nurse IV	29.88
13000 - Information and Arts Occupations	
13002 - Audiovisual Librarian	19.57
13011 - Exhibits Specialist I	13.15
13012 - Exhibits Specialist II	16.79
13013 - Exhibits Specialist III	19.93
13041 - Illustrator I	13.15
13042 - Illustrator II	16.30
13043 - Illustrator III	19.93
13047 - Librarian	18.04
13050 - Library Technician	11.00
13071 - Photographer I	12.36
13072 - Photographer II	15.84
13073 - Photographer III	17.75
13074 - Photographer IV	21.82
13075 - Photographer V	26.83
15000 - Laundry, Dry Cleaning, Pressing and Related Occupations	
15010 - Assembler	7.65
15030 - Counter Attendant	7.65
15040 - Dry Cleaner	9.10
15070 - Finisher, Flatwork, Machine	7.65
15090 - Presser, Hand	7.65
15100 - Presser, Machine, Drycleaning	7.65
15130 - Presser, Machine, Shirts	7.65
15160 - Presser, Machine, Wearing Apparel, Laundry	7.65
15190 - Sewing Machine Operator	9.67
15220 - Tailor	10.26



15250 - Washer, Machine	8.00	
19000 - Machine Tool Operation and Repair Occupations		
19010 - Machine-Tool Operator (Toolroom)	12.32	
19040 - Tool and Die Maker	18.45	
21000 - Material Handling and Packing Occupations		
21010 - Fuel Distribution System Operator	15.51	
21020 - Material Coordinator	17.06	
21030 - Material Expediter	17.06	
21040 - Material Handling Laborer	10.54	
21050 - Order Filler	10.95	
21071 - Forklift Operator	11.89	
21080 - Production Line Worker (Food Processing)		11.89
21100 - Shipping/Receiving Clerk	11.09	
21130 - Shipping Packer	11.55	
21140 - Store Worker I	9.04	
21150 - Stock Clerk (Shelf Stocker; Store Worker II)		12.55
21210 - Tools and Parts Attendant	11.89	
21400 - Warehouse Specialist	11.89	
23000 - Mechanics and Maintenance and Repair Occupations		
23010 - Aircraft Mechanic	19.18	
23040 - Aircraft Mechanic Helper	12.95	
23050 - Aircraft Quality Control Inspector	20.66	
23060 - Aircraft Servicer	15.80	
23070 - Aircraft Worker	16.72	
23100 - Appliance Mechanic	13.79	
23120 - Bicycle Repairer	9.30	
23125 - Cable Splicer	21.82	
23130 - Carpenter, Maintenance	15.14	
23140 - Carpet Layer	15.99	
23160 - Electrician, Maintenance	19.82	
23181 - Electronics Technician, Maintenance I		17.56
23182 - Electronics Technician, Maintenance II		22.00
23183 - Electronics Technician, Maintenance III		26.06
23260 - Fabric Worker	15.05	
23290 - Fire Alarm System Mechanic	17.27	
23310 - Fire Extinguisher Repairer	13.93	
23340 - Fuel Distribution System Mechanic	19.00	
23370 - General Maintenance Worker	14.93	
23400 - Heating, Refrigeration and Air Conditioning Mechanic		16.05
23430 - Heavy Equipment Mechanic	16.72	
23440 - Heavy Equipment Operator	16.25	
23460 - Instrument Mechanic	18.08	
23470 - Laborer	10.54	
23500 - Locksmith	15.90	
23530 - Machinery Maintenance Mechanic		18.08
23550 - Machinist, Maintenance	14.92	

23580 - Maintenance Trades Helper	10.91
23640 - Millwright	19.00
23700 - Office Appliance Repairer	17.02
23740 - Painter, Aircraft	14.91
23760 - Painter, Maintenance	14.60
23790 - Pipefitter, Maintenance	21.17
23800 - Plumber, Maintenance	19.04
23820 - Pneudraulic Systems Mechanic	18.08
23850 - Rigger	18.08
23870 - Scale Mechanic	16.04
23890 - Sheet-Metal Worker, Maintenance	15.85
23910 - Small Engine Mechanic	11.80
23930 - Telecommunication Mechanic I	18.59
23931 - Telecommunication Mechanic II	21.25
23950 - Telephone Lineman	18.59
23960 - Welder, Combination, Maintenance	14.27
23965 - Well Driller	18.05
23970 - Woodcraft Worker	18.08
23980 - Woodworker	12.48
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	7.82
24580 - Child Care Center Clerk	12.22
24600 - Chore Aid	7.78
24630 - Homemaker	8.29
25000 - Plant and System Operation Occupations	
25010 - Boiler Tender	17.48
25040 - Sewage Plant Operator	15.17
25070 - Stationary Engineer	17.48
25190 - Ventilation Equipment Tender	12.76
25210 - Water Treatment Plant Operator	15.17
27000 - Protective Service Occupations	
(not set) - Police Officer	21.40
27004 - Alarm Monitor	13.63
27006 - Corrections Officer	18.00
27010 - Court Security Officer	19.14
27040 - Detention Officer	18.00
27070 - Firefighter	18.02
27101 - Guard I	10.82
27102 - Guard II	15.08
28000 - Stevedoring/Longshoremen Occupations	
28010 - Blocker and Bracer	16.04
28020 - Hatch Tender	16.04
28030 - Line Handler	16.04
28040 - Stevedore I	14.74
28050 - Stevedore II	17.73
29000 - Technical Occupations	

21150 - Graphic Artist	15.76	
29010 - Air Traffic Control Specialist, Center (2)		31.49
29011 - Air Traffic Control Specialist, Station (2)		21.71
29012 - Air Traffic Control Specialist, Terminal (2)		23.92
29023 - Archeological Technician I	14.07	
29024 - Archeological Technician II	15.74	
29025 - Archeological Technician III	19.51	
29030 - Cartographic Technician	17.92	
29035 - Computer Based Training (CBT) Specialist/ Instructor		22.13
29040 - Civil Engineering Technician	17.02	
29061 - Drafter I	14.94	
29062 - Drafter II	16.26	
29063 - Drafter III	20.76	
29064 - Drafter IV	23.22	
29081 - Engineering Technician I	13.25	
29082 - Engineering Technician II	14.44	
29083 - Engineering Technician III	18.43	
29084 - Engineering Technician IV	20.66	
29085 - Engineering Technician V	24.25	
29086 - Engineering Technician VI	25.57	
29090 - Environmental Technician	21.18	
29100 - Flight Simulator/Instructor (Pilot)	25.30	
29160 - Instructor	20.84	
29210 - Laboratory Technician	17.38	
29240 - Mathematical Technician	24.45	
29361 - Paralegal/Legal Assistant I	14.63	
29362 - Paralegal/Legal Assistant II	17.14	
29363 - Paralegal/Legal Assistant III	19.90	
29364 - Paralegal/Legal Assistant IV	25.36	
29390 - Photooptics Technician	24.45	
29480 - Technical Writer	22.32	
29491 - Unexploded Ordnance (UXO) Technician I		20.02
29492 - Unexploded Ordnance (UXO) Technician II		24.22
29493 - Unexploded Ordnance (UXO) Technician III		29.03
29494 - Unexploded (UXO) Safety Escort		20.02
29495 - Unexploded (UXO) Sweep Personnel		20.02
29620 - Weather Observer, Senior (3)	19.81	
29621 - Weather Observer, Combined Upper Air and Surface Programs (3)		16.21
29622 - Weather Observer, Upper Air (3)	16.21	
31000 - Transportation/ Mobile Equipment Operation Occupations		
31030 - Bus Driver	11.22	
31260 - Parking and Lot Attendant	8.38	
31290 - Shuttle Bus Driver	10.96	
31300 - Taxi Driver	8.54	
31361 - Truckdriver, Light Truck	11.47	
31362 - Truckdriver, Medium Truck	12.56	

31363 - Truckdriver, Heavy Truck	14.87	
31364 - Truckdriver, Tractor-Trailer	14.87	
99000 - Miscellaneous Occupations		
99020 - Animal Caretaker	8.79	
99030 - Cashier	7.97	
99041 - Carnival Equipment Operator	9.28	
99042 - Carnival Equipment Repairer	11.21	
99043 - Carnival Worker	7.86	
99050 - Desk Clerk	7.68	
99095 - Embalmer	20.02	
99300 - Lifeguard	10.52	
99310 - Mortician	22.81	
99350 - Park Attendant (Aide)	13.21	
99400 - Photofinishing Worker (Photo Lab Tech., Darkroom Tech)		10.52
99500 - Recreation Specialist	11.95	
99510 - Recycling Worker	12.58	
99610 - Sales Clerk	10.06	
99620 - School Crossing Guard (Crosswalk Attendant)		10.17
99630 - Sport Official	10.52	
99658 - Survey Party Chief (Chief of Party)	16.62	
99659 - Surveying Technician (Instr. Person/Surveyor Asst./Instr.)		15.11
99660 - Surveying Aide	11.26	
99690 - Swimming Pool Operator	11.70	
99720 - Vending Machine Attendant	10.47	
99730 - Vending Machine Repairer	13.46	
99740 - Vending Machine Repairer Helper	10.12	

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**ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:**

**HEALTH & WELFARE:** \$2.87 an hour or \$114.80 a week or \$497.47 a month

**VACATION:** 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

**HOLIDAYS:** A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE PARENTHESES AFTER THEM RECEIVE THE FOLLOWING BENEFITS (as numbered):

1) Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See CFR 4.156)

2) APPLICABLE TO AIR TRAFFIC CONTROLLERS ONLY - NIGHT DIFFERENTIAL:

An employee is

entitled to pay for all work performed between the hours of 6:00 P.M. and 6:00 A.M. at the rate of basic pay plus a night pay differential amounting to 10 percent of the rate of basic pay.

3) WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees

employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for

ordance, explosives, and incendiary material differential pay.

**\*\* UNIFORM ALLOWANCE \*\***

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

**\*\* NOTES APPLYING TO THIS WAGE DETERMINATION \*\***

Under the policy and guidance contained in All Agency Memorandum No. 159, the Wage and Hour Division does not recognize, for section 4(c) purposes, prospective wage rates and fringe benefit provisions that are effective only upon such contingencies as "approval of Wage and Hour, issuance of a wage determination, incorporation of the wage determination in the contract, adjusting the contract price, etc." (The relevant CBA section) in the collective bargaining agreement between (the parties) contains contingency language that Wage and Hour does not recognize as reflecting "arm's length negotiation" under section 4(c) of the Act and 29 C.F.R. 5.11(a) of the regulations. This wage determination therefore reflects the actual CBA wage rates and fringe benefits paid under the predecessor contract.

Source of Occupational Title and Descriptions:

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations," Fourth Edition, January 1993, as

amended by the Third Supplement, dated March 1997, unless otherwise indicated. This publication may be obtained from the Superintendent of Documents, at 202-783-3238, or by writing to the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. Copies of specific job descriptions may also be obtained from the appropriate contracting officer.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE  
RATE {Standard Form  
1444 (SF 1444)}

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).

4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.

5) The contracting officer transmits the Wage and Hour decision to the contractor.

6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.



94-2317 MT,STATEWIDE

WAGE DETERMINATION NO: 94-2317 REV (21) AREA: MT,STATEWIDE

HEALTH AND WELFARE LEVEL - INSURANCE ONLY \*\*OTHER WELFARE LEVEL  
WD:94-2318

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REGISTER OF WAGE DETERMINATIONS UNDER | U.S. DEPARTMENT OF  
LABOR

THE SERVICE CONTRACT ACT | EMPLOYMENT STANDARDS  
ADMINISTRATION

By direction of the Secretary of Labor | WAGE AND HOUR DIVISION  
WASHINGTON D.C. 20210

William W.Gross Division of | Revision No.: 21  
Director Wage Determinations| Date Of Revision: 06/09/2005

State: Montana  
Area: Montana Statewide

\*\*Fringe Benefits Required Follow the Occupational Listing\*\*

OCCUPATION CODE - TITLE MINIMUM WAGE RATE

01000 - Administrative Support and Clerical Occupations

01011 - Accounting Clerk I	8.87
01012 - Accounting Clerk II	10.52
01013 - Accounting Clerk III	12.97
01014 - Accounting Clerk IV	15.92
01030 - Court Reporter	16.65
01050 - Dispatcher, Motor Vehicle	13.34
01060 - Document Preparation Clerk	9.92
01070 - Messenger (Courier)	8.29
01090 - Duplicating Machine Operator	9.92
01110 - Film/Tape Librarian	9.15
01115 - General Clerk I	8.27
01116 - General Clerk II	9.30
01117 - General Clerk III	10.09
01118 - General Clerk IV	11.33

01120 - Housing Referral Assistant	14.88
01131 - Key Entry Operator I	9.11
01132 - Key Entry Operator II	9.94
01191 - Order Clerk I	10.04
01192 - Order Clerk II	10.95
01261 - Personnel Assistant (Employment) I	11.41
01262 - Personnel Assistant (Employment) II	12.83
01263 - Personnel Assistant (Employment) III	13.57
01264 - Personnel Assistant (Employment) IV	15.12
01270 - Production Control Clerk	15.92
01290 - Rental Clerk	8.88
01300 - Scheduler, Maintenance	10.29
01311 - Secretary I	10.29
01312 - Secretary II	11.21
01313 - Secretary III	14.88
01314 - Secretary IV	16.23
01315 - Secretary V	17.99
01320 - Service Order Dispatcher	13.02
01341 - Stenographer I	14.59
01342 - Stenographer II	16.18
01400 - Supply Technician	16.23
01420 - Survey Worker (Interviewer)	10.66
01460 - Switchboard Operator-Receptionist	9.02
01510 - Test Examiner	11.21
01520 - Test Proctor	11.21
01531 - Travel Clerk I	9.96
01532 - Travel Clerk II	10.65
01533 - Travel Clerk III	11.34
01611 - Word Processor I	10.99
01612 - Word Processor II	11.32
01613 - Word Processor III	12.66
03000 - Automatic Data Processing Occupations	
03010 - Computer Data Librarian	11.05
03041 - Computer Operator I	11.05
03042 - Computer Operator II	11.28
03043 - Computer Operator III	13.35
03044 - Computer Operator IV	14.83
03045 - Computer Operator V	16.44
03071 - Computer Programmer I (1)	16.51
03072 - Computer Programmer II (1)	20.66
03073 - Computer Programmer III (1)	25.18
03074 - Computer Programmer IV (1)	27.62
03101 - Computer Systems Analyst I (1)	23.76
03102 - Computer Systems Analyst II (1)	27.62
03103 - Computer Systems Analyst III (1)	27.62
03160 - Peripheral Equipment Operator	11.61

05000 - Automotive Service Occupations	
05005 - Automotive Body Repairer, Fiberglass	16.86
05010 - Automotive Glass Installer	15.07
05040 - Automotive Worker	15.07
05070 - Electrician, Automotive	15.96
05100 - Mobile Equipment Servicer	13.44
05130 - Motor Equipment Metal Mechanic	16.86
05160 - Motor Equipment Metal Worker	15.07
05190 - Motor Vehicle Mechanic	16.86
05220 - Motor Vehicle Mechanic Helper	12.70
05250 - Motor Vehicle Upholstery Worker	14.21
05280 - Motor Vehicle Wrecker	15.07
05310 - Painter, Automotive	15.96
05340 - Radiator Repair Specialist	15.07
05370 - Tire Repairer	12.99
05400 - Transmission Repair Specialist	16.86
07000 - Food Preparation and Service Occupations	
(not set) - Food Service Worker	7.58
07010 - Baker	9.58
07041 - Cook I	8.76
07042 - Cook II	9.82
07070 - Dishwasher	6.60
07130 - Meat Cutter	12.28
07250 - Waiter/Waitress	6.97
09000 - Furniture Maintenance and Repair Occupations	
09010 - Electrostatic Spray Painter	15.96
09040 - Furniture Handler	11.23
09070 - Furniture Refinisher	15.96
09100 - Furniture Refinisher Helper	12.70
09110 - Furniture Repairer, Minor	14.21
09130 - Upholsterer	15.96
11030 - General Services and Support Occupations	
11030 - Cleaner, Vehicles	8.10
11060 - Elevator Operator	8.21
11090 - Gardener	11.16
11121 - House Keeping Aid I	7.63
11122 - House Keeping Aid II	9.25
11150 - Janitor	9.15
11210 - Laborer, Grounds Maintenance	9.35
11240 - Maid or Houseman	7.63
11270 - Pest Controller	12.94
11300 - Refuse Collector	10.14
11330 - Tractor Operator	11.35
11360 - Window Cleaner	9.74
12000 - Health Occupations	
12020 - Dental Assistant	11.77

12040 - Emergency Medical Technician (EMT)/Paramedic/Ambulance Driver	10.93	
12071 - Licensed Practical Nurse I	10.72	
12072 - Licensed Practical Nurse II	12.02	
12073 - Licensed Practical Nurse III	13.45	
12100 - Medical Assistant	10.93	
12130 - Medical Laboratory Technician	14.37	
12160 - Medical Record Clerk	11.00	
12190 - Medical Record Technician	13.54	
12221 - Nursing Assistant I	8.53	
12222 - Nursing Assistant II	9.58	
12223 - Nursing Assistant III	10.45	
12224 - Nursing Assistant IV	11.74	
12250 - Pharmacy Technician	12.63	
12280 - Phlebotomist	11.90	
12311 - Registered Nurse I	16.94	
12312 - Registered Nurse II	20.73	
12313 - Registered Nurse II, Specialist	20.73	
12314 - Registered Nurse III	25.08	
12315 - Registered Nurse III, Anesthetist	25.08	
12316 - Registered Nurse IV	30.05	
13000 - Information and Arts Occupations		
13002 - Audiovisual Librarian	18.76	
13011 - Exhibits Specialist I	15.39	
13012 - Exhibits Specialist II	19.07	
13013 - Exhibits Specialist III	23.33	
13041 - Illustrator I	16.93	
13042 - Illustrator II	20.98	
13043 - Illustrator III	24.94	
13047 - Librarian	17.07	
13050 - Library Technician	12.55	
13071 - Photographer I	12.77	
13072 - Photographer II	15.96	
13073 - Photographer III	19.44	
13074 - Photographer IV	24.21	
13075 - Photographer V	29.34	
15000 - Laundry, Dry Cleaning, Pressing and Related Occupations		
15010 - Assembler	6.97	
15030 - Counter Attendant	6.97	
15040 - Dry Cleaner	8.71	
15070 - Finisher, Flatwork, Machine	6.97	
15090 - Presser, Hand	6.97	
15100 - Presser, Machine, Drycleaning	6.97	
15130 - Presser, Machine, Shirts	6.97	
15160 - Presser, Machine, Wearing Apparel, Laundry		6.97
15190 - Sewing Machine Operator	9.29	
15220 - Tailor	9.89	

15250 - Washer, Machine	7.55	
19000 - Machine Tool Operation and Repair Occupations		
19010 - Machine-Tool Operator (Toolroom)	17.80	
19040 - Tool and Die Maker	21.40	
21000 - Material Handling and Packing Occupations		
21010 - Fuel Distribution System Operator	17.01	
21020 - Material Coordinator	15.92	
21030 - Material Expediter	15.92	
21040 - Material Handling Laborer	13.05	
21050 - Order Filler	12.17	
21071 - Forklift Operator	13.12	
21080 - Production Line Worker (Food Processing)		12.70
21100 - Shipping/Receiving Clerk	12.17	
21130 - Shipping Packer	12.17	
21140 - Store Worker I	9.81	
21150 - Stock Clerk (Shelf Stocker; Store Worker II)		13.74
21210 - Tools and Parts Attendant	13.12	
21400 - Warehouse Specialist	13.12	
23000 - Mechanics and Maintenance and Repair Occupations		
23010 - Aircraft Mechanic	17.61	
23040 - Aircraft Mechanic Helper	13.74	
23050 - Aircraft Quality Control Inspector	18.54	
23060 - Aircraft Servicer	15.02	
23070 - Aircraft Worker	15.74	
23100 - Appliance Mechanic	15.96	
23120 - Bicycle Repairer	12.99	
23125 - Cable Splicer	24.02	
23130 - Carpenter, Maintenance	15.96	
23140 - Carpet Layer	22.07	
23160 - Electrician, Maintenance	22.08	
23181 - Electronics Technician, Maintenance I		16.19
23182 - Electronics Technician, Maintenance II		19.41
23183 - Electronics Technician, Maintenance III		22.10
23260 - Fabric Worker	15.44	
23290 - Fire Alarm System Mechanic	18.55	
23310 - Fire Extinguisher Repairer	14.32	
23340 - Fuel Distribution System Mechanic	18.55	
23370 - General Maintenance Worker	15.07	
23400 - Heating, Refrigeration and Air Conditioning Mechanic		17.50
23430 - Heavy Equipment Mechanic	18.65	
23440 - Heavy Equipment Operator	17.56	
23460 - Instrument Mechanic	19.24	
23470 - Laborer	9.94	
23500 - Locksmith	17.12	
23530 - Machinery Maintenance Mechanic		18.62
23550 - Machinist, Maintenance	16.51	

23580 - Maintenance Trades Helper	13.14
23640 - Millwright	19.04
23700 - Office Appliance Repairer	17.57
23740 - Painter, Aircraft	17.25
23760 - Painter, Maintenance	19.01
23790 - Pipefitter, Maintenance	21.49
23800 - Plumber, Maintenance	17.73
23820 - Pneudraulic Systems Mechanic	18.62
23850 - Rigger	18.62
23870 - Scale Mechanic	16.46
23890 - Sheet-Metal Worker, Maintenance	18.53
23910 - Small Engine Mechanic	15.07
23930 - Telecommunication Mechanic I	19.36
23931 - Telecommunication Mechanic II	20.04
23950 - Telephone Lineman	19.36
23960 - Welder, Combination, Maintenance	16.86
23965 - Well Driller	16.86
23970 - Woodcraft Worker	18.62
23980 - Woodworker	14.41
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	8.00
24580 - Child Care Center Clerk	11.08
24600 - Chore Aid	7.75
24630 - Homemaker	12.89
25000 - Plant and System Operation Occupations	
25010 - Boiler Tender	18.33
25040 - Sewage Plant Operator	18.05
25070 - Stationary Engineer	18.33
25190 - Ventilation Equipment Tender	12.97
25210 - Water Treatment Plant Operator	17.73
27000 - Protective Service Occupations	
(not set) - Police Officer	21.39
27004 - Alarm Monitor	12.04
27006 - Corrections Officer	18.00
27010 - Court Security Officer	19.14
27040 - Detention Officer	18.00
27070 - Firefighter	18.02
27101 - Guard I	9.25
27102 - Guard II	11.24
28000 - Stevedoring/Longshoremen Occupations	
28010 - Blocker and Bracer	17.55
28020 - Hatch Tender	17.55
28030 - Line Handler	17.55
28040 - Stevedore I	16.15
28050 - Stevedore II	19.95
29000 - Technical Occupations	

21150 - Graphic Artist	17.12	
29010 - Air Traffic Control Specialist, Center (2)		31.48
29011 - Air Traffic Control Specialist, Station (2)		21.71
29012 - Air Traffic Control Specialist, Terminal (2)		23.91
29023 - Archeological Technician I	15.14	
29024 - Archeological Technician II	16.93	
29025 - Archeological Technician III	20.98	
29030 - Cartographic Technician	22.86	
29035 - Computer Based Training (CBT) Specialist/ Instructor		23.76
29040 - Civil Engineering Technician	17.37	
29061 - Drafter I	11.59	
29062 - Drafter II	14.72	
29063 - Drafter III	18.44	
29064 - Drafter IV	22.86	
29081 - Engineering Technician I	10.43	
29082 - Engineering Technician II	13.26	
29083 - Engineering Technician III	16.57	
29084 - Engineering Technician IV	20.53	
29085 - Engineering Technician V	25.13	
29086 - Engineering Technician VI	30.39	
29090 - Environmental Technician	15.96	
29100 - Flight Simulator/Instructor (Pilot)	27.62	
29160 - Instructor	16.72	
29210 - Laboratory Technician	14.43	
29240 - Mathematical Technician	19.11	
29361 - Paralegal/Legal Assistant I	12.46	
29362 - Paralegal/Legal Assistant II	15.55	
29363 - Paralegal/Legal Assistant III	17.12	
29364 - Paralegal/Legal Assistant IV	19.28	
29390 - Photooptics Technician	17.37	
29480 - Technical Writer	24.84	
29491 - Unexploded Ordnance (UXO) Technician I		20.02
29492 - Unexploded Ordnance (UXO) Technician II		24.22
29493 - Unexploded Ordnance (UXO) Technician III		29.03
29494 - Unexploded (UXO) Safety Escort	20.02	
29495 - Unexploded (UXO) Sweep Personnel	20.02	
29620 - Weather Observer, Senior (3)	17.80	
29621 - Weather Observer, Combined Upper Air and Surface Programs (3)		16.02
29622 - Weather Observer, Upper Air (3)	16.02	
31000 - Transportation/ Mobile Equipment Operation Occupations		
31030 - Bus Driver	13.77	
31260 - Parking and Lot Attendant	7.72	
31290 - Shuttle Bus Driver	11.62	
31300 - Taxi Driver	9.36	
31361 - Truckdriver, Light Truck	11.62	
31362 - Truckdriver, Medium Truck	17.02	

31363 - Truckdriver, Heavy Truck	16.09	
31364 - Truckdriver, Tractor-Trailer	16.09	
99000 - Miscellaneous Occupations		
99020 - Animal Caretaker	7.64	
99030 - Cashier	8.04	
99041 - Carnival Equipment Operator	9.08	
99042 - Carnival Equipment Repairer	9.95	
99043 - Carnival Worker	7.57	
99050 - Desk Clerk	7.58	
99095 - Embalmer	21.04	
99300 - Lifeguard	10.52	
99310 - Mortician	21.46	
99350 - Park Attendant (Aide)	13.21	
99400 - Photofinishing Worker (Photo Lab Tech., Darkroom Tech)		10.09
99500 - Recreation Specialist	10.49	
99510 - Recycling Worker	13.45	
99610 - Sales Clerk	9.64	
99620 - School Crossing Guard (Crosswalk Attendant)		9.19
99630 - Sport Official	10.52	
99658 - Survey Party Chief (Chief of Party)	18.13	
99659 - Surveying Technician (Instr. Person/Surveyor Asst./Instr.)		15.30
99660 - Surveying Aide	11.26	
99690 - Swimming Pool Operator	11.79	
99720 - Vending Machine Attendant	11.05	
99730 - Vending Machine Repairer	13.11	
99740 - Vending Machine Repairer Helper	11.05	

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ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$2.87 an hour or \$114.80 a week or \$497.47 a month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)



THE OCCUPATIONS WHICH HAVE PARENTHESES AFTER THEM RECEIVE THE FOLLOWING BENEFITS (as numbered):

1) Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See CFR 4.156)

2) APPLICABLE TO AIR TRAFFIC CONTROLLERS ONLY - NIGHT DIFFERENTIAL:

An employee is

entitled to pay for all work performed between the hours of 6:00 P.M. and 6:00 A.M. at the rate of basic pay plus a night pay differential amounting to 10 percent of the rate of basic pay.

3) WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees

employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for

ordance, explosives, and incendiary material differential pay.

**\*\* UNIFORM ALLOWANCE \*\***

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

**\*\* NOTES APPLYING TO THIS WAGE DETERMINATION \*\***

Under the policy and guidance contained in All Agency Memorandum No. 159, the Wage and Hour Division does not recognize, for section 4(c) purposes, prospective wage rates and fringe benefit provisions that are effective only upon such contingencies as "approval of Wage and Hour, issuance of a wage determination, incorporation of the wage determination in the contract, adjusting the contract price, etc." (The relevant CBA section) in the collective bargaining agreement between (the parties) contains contingency language that Wage and Hour does not recognize as reflecting "arm's length negotiation" under section 4(c) of the Act and 29 C.F.R. 5.11(a) of the regulations. This wage determination therefore reflects the actual CBA wage rates and fringe benefits paid under the predecessor contract.

Source of Occupational Title and Descriptions:

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations," Fourth Edition, January 1993, as

amended by the Third Supplement, dated March 1997, unless otherwise indicated. This publication may be obtained from the Superintendent of Documents, at 202-783-3238, or by writing to the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. Copies of specific job descriptions may also be obtained from the appropriate contracting officer.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation) and computes a proposed rate).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title), a Federal grade equivalency (FGE) for each proposed classification), job description), and rationale for proposed wage rate), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).

4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.

5) The contracting officer transmits the Wage and Hour decision to the contractor.

6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

94-2439 OR,EUGENE

WAGE DETERMINATION NO: 94-2439 REV (25) AREA: OR,EUGENE

HEALTH AND WELFARE LEVEL - INSURANCE ONLY \*\*OTHER WELFARE LEVEL  
WD:94-2440

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REGISTER OF WAGE DETERMINATIONS UNDER | U.S. DEPARTMENT OF  
LABOR

THE SERVICE CONTRACT ACT | EMPLOYMENT STANDARDS  
ADMINISTRATION

By direction of the Secretary of Labor | WAGE AND HOUR DIVISION  
WASHINGTON D.C. 20210

William W.Gross Division of | Wage Determination No.: 1994-2439  
Director Wage Determinations | Revision No.: 25  
Date Of Revision: 07/15/2005

State: Oregon

Area: Oregon Counties of Benton, Coos, Crook, Curry, Deschutes, Douglas, Jackson,  
Jefferson, Josephine, Klamath, Lake, Lane, Lincoln, Linn

\*\*Fringe Benefits Required Follow the Occupational Listing\*\*

OCCUPATION CODE - TITLE MINIMUM WAGE RATE

01000 - Administrative Support and Clerical Occupations

01011 - Accounting Clerk I	10.77
01012 - Accounting Clerk II	11.76
01013 - Accounting Clerk III	13.43
01014 - Accounting Clerk IV	15.02
01030 - Court Reporter	14.18
01050 - Dispatcher, Motor Vehicle	15.36
01060 - Document Preparation Clerk	11.30
01070 - Messenger (Courier)	10.75
01090 - Duplicating Machine Operator	11.30
01110 - Film/Tape Librarian	11.96
01115 - General Clerk I	8.89
01116 - General Clerk II	10.64

01117 - General Clerk III	11.94
01118 - General Clerk IV	13.40
01120 - Housing Referral Assistant	15.80
01131 - Key Entry Operator I	10.23
01132 - Key Entry Operator II	11.25
01191 - Order Clerk I	10.23
01192 - Order Clerk II	14.27
01261 - Personnel Assistant (Employment) I	10.69
01262 - Personnel Assistant (Employment) II	13.42
01263 - Personnel Assistant (Employment) III	14.69
01264 - Personnel Assistant (Employment) IV	16.07
01270 - Production Control Clerk	15.05
01290 - Rental Clerk	11.70
01300 - Scheduler, Maintenance	12.68
01311 - Secretary I	12.68
01312 - Secretary II	14.18
01313 - Secretary III	15.80
01314 - Secretary IV	17.57
01315 - Secretary V	19.45
01320 - Service Order Dispatcher	13.68
01341 - Stenographer I	12.25
01342 - Stenographer II	12.96
01400 - Supply Technician	17.57
01420 - Survey Worker (Interviewer)	12.77
01460 - Switchboard Operator-Receptionist	11.47
01510 - Test Examiner	14.18
01520 - Test Proctor	14.18
01531 - Travel Clerk I	11.78
01532 - Travel Clerk II	12.76
01533 - Travel Clerk III	13.70
01611 - Word Processor I	11.30
01612 - Word Processor II	12.68
01613 - Word Processor III	15.23
03000 - Automatic Data Processing Occupations	
03010 - Computer Data Librarian	12.98
03041 - Computer Operator I	12.98
03042 - Computer Operator II	14.52
03043 - Computer Operator III	16.19
03044 - Computer Operator IV	17.99
03045 - Computer Operator V	19.92
03071 - Computer Programmer I (1)	14.66
03072 - Computer Programmer II (1)	18.18
03073 - Computer Programmer III (1)	22.24
03074 - Computer Programmer IV (1)	26.90
03101 - Computer Systems Analyst I (1)	22.76
03102 - Computer Systems Analyst II (1)	27.53

03103 - Computer Systems Analyst III (1)	27.62
03160 - Peripheral Equipment Operator	11.80
05000 - Automotive Service Occupations	
05005 - Automotive Body Repairer, Fiberglass	20.41
05010 - Automotive Glass Installer	14.74
05040 - Automotive Worker	15.08
05070 - Electrician, Automotive	15.82
05100 - Mobile Equipment Servicer	13.29
05130 - Motor Equipment Metal Mechanic	16.55
05160 - Motor Equipment Metal Worker	15.08
05190 - Motor Vehicle Mechanic	16.55
05220 - Motor Vehicle Mechanic Helper	12.53
05250 - Motor Vehicle Upholstery Worker	14.34
05280 - Motor Vehicle Wrecker	15.08
05310 - Painter, Automotive	17.01
05340 - Radiator Repair Specialist	15.08
05370 - Tire Repairer	11.59
05400 - Transmission Repair Specialist	16.55
07000 - Food Preparation and Service Occupations	
(not set) - Food Service Worker	8.72
07010 - Baker	11.23
07041 - Cook I	9.78
07042 - Cook II	10.84
07070 - Dishwasher	8.09
07130 - Meat Cutter	14.77
07250 - Waiter/Waitress	8.51
09000 - Furniture Maintenance and Repair Occupations	
09010 - Electrostatic Spray Painter	13.76
09040 - Furniture Handler	10.59
09070 - Furniture Refinisher	13.76
09100 - Furniture Refinisher Helper	11.14
09110 - Furniture Repairer, Minor	12.48
09130 - Upholsterer	13.76
11030 - General Services and Support Occupations	
11030 - Cleaner, Vehicles	9.85
11060 - Elevator Operator	9.58
11090 - Gardener	12.55
11121 - House Keeping Aid I	8.50
11122 - House Keeping Aid II	9.58
11150 - Janitor	9.90
11210 - Laborer, Grounds Maintenance	11.20
11240 - Maid or Houseman	8.50
11270 - Pest Controller	13.98
11300 - Refuse Collector	10.83
11330 - Tractor Operator	12.83
11360 - Window Cleaner	10.64

12000 - Health Occupations		
12020 - Dental Assistant	15.63	
12040 - Emergency Medical Technician (EMT)/Paramedic/Ambulance Driver	14.38	
12071 - Licensed Practical Nurse I	13.33	
12072 - Licensed Practical Nurse II	14.96	
12073 - Licensed Practical Nurse III	16.73	
12100 - Medical Assistant	13.73	
12130 - Medical Laboratory Technician	13.73	
12160 - Medical Record Clerk	12.35	
12190 - Medical Record Technician	15.55	
12221 - Nursing Assistant I	9.12	
12222 - Nursing Assistant II	10.26	
12223 - Nursing Assistant III	11.20	
12224 - Nursing Assistant IV	12.57	
12250 - Pharmacy Technician	12.41	
12280 - Phlebotomist	13.59	
12311 - Registered Nurse I	19.07	
12312 - Registered Nurse II	23.33	
12313 - Registered Nurse II, Specialist	23.33	
12314 - Registered Nurse III	28.24	
12315 - Registered Nurse III, Anesthetist	28.24	
12316 - Registered Nurse IV	33.83	
13000 - Information and Arts Occupations		
13002 - Audiovisual Librarian	20.20	
13011 - Exhibits Specialist I	16.30	
13012 - Exhibits Specialist II	19.44	
13013 - Exhibits Specialist III	22.55	
13041 - Illustrator I	16.30	
13042 - Illustrator II	19.37	
13043 - Illustrator III	22.35	
13047 - Librarian	20.65	
13050 - Library Technician	14.75	
13071 - Photographer I	13.28	
13072 - Photographer II	15.17	
13073 - Photographer III	17.67	
13074 - Photographer IV	20.32	
13075 - Photographer V	24.60	
15000 - Laundry, Dry Cleaning, Pressing and Related Occupations		
15010 - Assembler	8.52	
15030 - Counter Attendant	8.52	
15040 - Dry Cleaner	11.06	
15070 - Finisher, Flatwork, Machine	8.52	
15090 - Presser, Hand	8.52	
15100 - Presser, Machine, Drycleaning	8.52	
15130 - Presser, Machine, Shirts	8.52	
15160 - Presser, Machine, Wearing Apparel, Laundry	8.52	



15190 - Sewing Machine Operator	11.89
15220 - Tailor	12.73
15250 - Washer, Machine	9.36
19000 - Machine Tool Operation and Repair Occupations	
19010 - Machine-Tool Operator (Toolroom)	15.77
19040 - Tool and Die Maker	20.83
21000 - Material Handling and Packing Occupations	
21010 - Fuel Distribution System Operator	14.66
21020 - Material Coordinator	16.07
21030 - Material Expediter	16.07
21040 - Material Handling Laborer	12.69
21050 - Order Filler	11.14
21071 - Forklift Operator	13.75
21080 - Production Line Worker (Food Processing)	13.75
21100 - Shipping/Receiving Clerk	11.73
21130 - Shipping Packer	11.73
21140 - Store Worker I	10.92
21150 - Stock Clerk (Shelf Stocker; Store Worker II)	14.14
21210 - Tools and Parts Attendant	13.75
21400 - Warehouse Specialist	13.75
23000 - Mechanics and Maintenance and Repair Occupations	
23010 - Aircraft Mechanic	19.83
23040 - Aircraft Mechanic Helper	14.20
23050 - Aircraft Quality Control Inspector	20.70
23060 - Aircraft Servicer	17.19
23070 - Aircraft Worker	17.76
23100 - Appliance Mechanic	15.36
23120 - Bicycle Repairer	11.43
23125 - Cable Splicer	21.04
23130 - Carpenter, Maintenance	17.48
23140 - Carpet Layer	16.22
23160 - Electrician, Maintenance	22.39
23181 - Electronics Technician, Maintenance I	19.62
23182 - Electronics Technician, Maintenance II	21.52
23183 - Electronics Technician, Maintenance III	22.53
23260 - Fabric Worker	16.10
23290 - Fire Alarm System Mechanic	19.44
23310 - Fire Extinguisher Repairer	15.10
23340 - Fuel Distribution System Mechanic	18.10
23370 - General Maintenance Worker	14.47
23400 - Heating, Refrigeration and Air Conditioning Mechanic	17.46
23430 - Heavy Equipment Mechanic	19.40
23440 - Heavy Equipment Operator	19.78
23460 - Instrument Mechanic	19.08
23470 - Laborer	10.90
23500 - Locksmith	18.09

23530 - Machinery Maintenance Mechanic	18.21
23550 - Machinist, Maintenance	18.10
23580 - Maintenance Trades Helper	12.25
23640 - Millwright	21.04
23700 - Office Appliance Repairer	18.09
23740 - Painter, Aircraft	18.10
23760 - Painter, Maintenance	13.73
23790 - Pipefitter, Maintenance	21.04
23800 - Plumber, Maintenance	19.60
23820 - Pneudraulic Systems Mechanic	19.08
23850 - Rigger	19.08
23870 - Scale Mechanic	17.09
23890 - Sheet-Metal Worker, Maintenance	19.35
23910 - Small Engine Mechanic	16.22
23930 - Telecommunication Mechanic I	18.10
23931 - Telecommunication Mechanic II	19.04
23950 - Telephone Lineman	19.08
23960 - Welder, Combination, Maintenance	14.44
23965 - Well Driller	19.08
23970 - Woodcraft Worker	19.08
23980 - Woodworker	13.56
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	10.22
24580 - Child Care Center Clerk	12.74
24600 - Chore Aid	9.41
24630 - Homemaker	16.36
25000 - Plant and System Operation Occupations	
25010 - Boiler Tender	19.16
25040 - Sewage Plant Operator	19.11
25070 - Stationary Engineer	19.16
25190 - Ventilation Equipment Tender	14.11
25210 - Water Treatment Plant Operator	19.11
27000 - Protective Service Occupations	
(not set) - Police Officer	23.16
27004 - Alarm Monitor	17.27
27006 - Corrections Officer	19.86
27010 - Court Security Officer	19.86
27040 - Detention Officer	19.86
27070 - Firefighter	20.00
27101 - Guard I	9.70
27102 - Guard II	15.03
28000 - Stevedoring/Longshoremen Occupations	
28010 - Blocker and Bracer	16.22
28020 - Hatch Tender	16.22
28030 - Line Handler	16.22
28040 - Stevedore I	15.02

28050 - Stevedore II	17.16	
29000 - Technical Occupations		
21150 - Graphic Artist	19.24	
29010 - Air Traffic Control Specialist, Center (2)		31.40
29011 - Air Traffic Control Specialist, Station (2)		21.71
29012 - Air Traffic Control Specialist, Terminal (2)		23.92
29023 - Archeological Technician I		15.98
29024 - Archeological Technician II		17.91
29025 - Archeological Technician III		22.15
29030 - Cartographic Technician		21.51
29035 - Computer Based Training (CBT) Specialist/ Instructor		22.73
29040 - Civil Engineering Technician		21.43
29061 - Drafter I	12.35	
29062 - Drafter II	15.38	
29063 - Drafter III	18.08	
29064 - Drafter IV	21.05	
29081 - Engineering Technician I		12.55
29082 - Engineering Technician II		15.70
29083 - Engineering Technician III		18.44
29084 - Engineering Technician IV		21.42
29085 - Engineering Technician V		26.20
29086 - Engineering Technician VI		31.70
29090 - Environmental Technician		18.15
29100 - Flight Simulator/Instructor (Pilot)		27.53
29160 - Instructor	22.33	
29210 - Laboratory Technician		18.24
29240 - Mathematical Technician		20.35
29361 - Paralegal/Legal Assistant I		15.33
29362 - Paralegal/Legal Assistant II		18.63
29363 - Paralegal/Legal Assistant III		22.74
29364 - Paralegal/Legal Assistant IV		27.58
29390 - Photooptics Technician		21.05
29480 - Technical Writer	18.99	
29491 - Unexploded Ordnance (UXO) Technician I		20.02
29492 - Unexploded Ordnance (UXO) Technician II		24.22
29493 - Unexploded Ordnance (UXO) Technician III		29.03
29494 - Unexploded (UXO) Safety Escort		20.02
29495 - Unexploded (UXO) Sweep Personnel		20.02
29620 - Weather Observer, Senior (3)		18.28
29621 - Weather Observer, Combined Upper Air and Surface Programs (3)		16.22
29622 - Weather Observer, Upper Air (3)		16.22
31000 - Transportation/ Mobile Equipment Operation Occupations		
31030 - Bus Driver	12.63	
31260 - Parking and Lot Attendant		8.25
31290 - Shuttle Bus Driver		12.32
31300 - Taxi Driver	10.48	

31361 - Truckdriver, Light Truck	12.31	
31362 - Truckdriver, Medium Truck	15.59	
31363 - Truckdriver, Heavy Truck	15.04	
31364 - Truckdriver, Tractor-Trailer	15.04	
99000 - Miscellaneous Occupations		
99020 - Animal Caretaker	8.72	
99030 - Cashier	9.10	
99041 - Carnival Equipment Operator	11.97	
99042 - Carnival Equipment Repairer	12.72	
99043 - Carnival Worker	9.76	
99050 - Desk Clerk	10.22	
99095 - Embalmer	20.02	
99300 - Lifeguard	10.52	
99310 - Mortician	20.02	
99350 - Park Attendant (Aide)	13.21	
99400 - Photofinishing Worker (Photo Lab Tech., Darkroom Tech)		9.99
99500 - Recreation Specialist	12.88	
99510 - Recycling Worker	10.56	
99610 - Sales Clerk	10.91	
99620 - School Crossing Guard (Crosswalk Attendant)		10.25
99630 - Sport Official	10.52	
99658 - Survey Party Chief (Chief of Party)	21.02	
99659 - Surveying Technician (Instr. Person/Surveyor Asst./Instr.)		17.97
99660 - Surveying Aide	13.20	
99690 - Swimming Pool Operator	15.48	
99720 - Vending Machine Attendant	13.16	
99730 - Vending Machine Repairer	15.48	
99740 - Vending Machine Repairer Helper	13.16	

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ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$2.87 an hour or \$114.80 a week or \$497.47 a month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A

contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE PARENTHESES AFTER THEM RECEIVE THE FOLLOWING BENEFITS (as numbered):

1) Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See CFR 4.156)

2) APPLICABLE TO AIR TRAFFIC CONTROLLERS ONLY - NIGHT DIFFERENTIAL:  
An employee is entitled to pay for all work performed between the hours of 6:00 P.M. and 6:00 A.M. at the rate of basic pay plus a night pay differential amounting to 10 percent of the rate of basic pay.

3) WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and

incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**\*\* UNIFORM ALLOWANCE \*\***

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

**\*\* NOTES APPLYING TO THIS WAGE DETERMINATION \*\***

Under the policy and guidance contained in All Agency Memorandum No. 159, the Wage and Hour Division does not recognize, for section 4(c) purposes, prospective wage rates and fringe benefit provisions that are effective only upon such contingencies as "approval of Wage and Hour, issuance of a wage determination, incorporation of the wage determination in the contract, adjusting the contract price, etc." (The relevant CBA section) in the collective bargaining agreement between (the parties) contains contingency language that Wage and Hour does not recognize as reflecting "arm's length negotiation" under section 4(c) of the Act and 29 C.F.R. 5.11(a) of the regulations. This wage determination therefore reflects the actual CBA wage rates and fringe benefits paid under the predecessor contract.

Source of Occupational Title and Descriptions:

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations," Fourth Edition, January 1993, as amended by the Third Supplement, dated March 1997, unless otherwise indicated. This publication may be obtained from the Superintendent of Documents, at 202-783-3238, or by writing to the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. Copies of specific job descriptions may also be obtained from the appropriate contracting officer.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation) and computes a proposed rate).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title), a Federal grade equivalency (FGE) for each proposed classification), job description), and rationale for proposed wage rate), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage

and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).

4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.

5) The contracting officer transmits the Wage and Hour decision to the contractor.

6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.



94-2441 OR,PORTLAND

WAGE DETERMINATION NO: 94-2441 REV (25) AREA: OR,PORTLAND

HEALTH AND WELFARE LEVEL - INSURANCE ONLY \*\*OTHER WELFARE LEVEL  
WD:94-2442

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REGISTER OF WAGE DETERMINATIONS UNDER | U.S. DEPARTMENT OF  
LABOR

THE SERVICE CONTRACT ACT | EMPLOYMENT STANDARDS  
ADMINISTRATION

By direction of the Secretary of Labor | WAGE AND HOUR DIVISION  
WASHINGTON D.C. 20210

| Wage Determination No.: 1994-2441  
William W.Gross Division of | Revision No.: 25  
Director Wage Determinations| Date Of Revision: 05/23/2005

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States: Oregon, Washington

Area: Oregon Counties of Clackamas, Clatsop, Columbia, Gilliam, Hood River, Marion,  
Multnomah, Polk, Sherman, Tillamook, Wasco, Washington, Yamhill  
Washington Counties of Clark, Cowlitz, Klickitat, Pacific, Skamania, Wahkiakum

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\*\*Fringe Benefits Required Follow the Occupational Listing\*\*

OCCUPATION CODE - TITLE

MINIMUM WAGE RATE

01000 - Administrative Support and Clerical Occupations

01011 - Accounting Clerk I	10.74
01012 - Accounting Clerk II	13.14
01013 - Accounting Clerk III	15.62
01014 - Accounting Clerk IV	17.37
01030 - Court Reporter	16.17
01050 - Dispatcher, Motor Vehicle	16.17
01060 - Document Preparation Clerk	12.05
01070 - Messenger (Courier)	10.84
01090 - Duplicating Machine Operator	12.05
01110 - Film/Tape Librarian	13.76
01115 - General Clerk I	9.05

01116 - General Clerk II	10.66
01117 - General Clerk III	12.20
01118 - General Clerk IV	14.02
01120 - Housing Referral Assistant	18.94
01131 - Key Entry Operator I	10.75
01132 - Key Entry Operator II	12.73
01191 - Order Clerk I	10.97
01192 - Order Clerk II	13.66
01261 - Personnel Assistant (Employment) I	12.05
01262 - Personnel Assistant (Employment) II	14.26
01263 - Personnel Assistant (Employment) III	16.17
01264 - Personnel Assistant (Employment) IV	18.41
01270 - Production Control Clerk	18.41
01290 - Rental Clerk	14.26
01300 - Scheduler, Maintenance	14.26
01311 - Secretary I	13.91
01312 - Secretary II	16.53
01313 - Secretary III	18.35
01314 - Secretary IV	20.50
01315 - Secretary V	22.65
01320 - Service Order Dispatcher	14.16
01341 - Stenographer I	12.05
01342 - Stenographer II	14.26
01400 - Supply Technician	19.85
01420 - Survey Worker (Interviewer)	15.81
01460 - Switchboard Operator-Receptionist	11.91
01510 - Test Examiner	16.17
01520 - Test Proctor	16.17
01531 - Travel Clerk I	11.60
01532 - Travel Clerk II	12.62
01533 - Travel Clerk III	13.59
01611 - Word Processor I	12.05
01612 - Word Processor II	14.26
01613 - Word Processor III	16.35
03000 - Automatic Data Processing Occupations	
03010 - Computer Data Librarian	13.68
03041 - Computer Operator I	14.20
03042 - Computer Operator II	16.42
03043 - Computer Operator III	18.84
03044 - Computer Operator IV	20.77
03045 - Computer Operator V	22.95
03071 - Computer Programmer I (1)	16.48
03072 - Computer Programmer II (1)	20.69
03073 - Computer Programmer III (1)	27.76
03074 - Computer Programmer IV (1)	27.62
03101 - Computer Systems Analyst I (1)	25.16

03102 - Computer Systems Analyst II (1)	27.62
03103 - Computer Systems Analyst III (1)	27.62
03160 - Peripheral Equipment Operator	14.20
05000 - Automotive Service Occupations	
05005 - Automotive Body Repairer, Fiberglass	17.95
05010 - Automotive Glass Installer	15.85
05040 - Automotive Worker	15.85
05070 - Electrician, Automotive	16.58
05100 - Mobile Equipment Servicer	14.24
05130 - Motor Equipment Metal Mechanic	17.42
05160 - Motor Equipment Metal Worker	15.85
05190 - Motor Vehicle Mechanic	17.16
05220 - Motor Vehicle Mechanic Helper	13.40
05250 - Motor Vehicle Upholstery Worker	15.07
05280 - Motor Vehicle Wrecker	15.85
05310 - Painter, Automotive	16.58
05340 - Radiator Repair Specialist	15.85
05370 - Tire Repairer	13.76
05400 - Transmission Repair Specialist	17.42
07000 - Food Preparation and Service Occupations	
(not set) - Food Service Worker	9.81
07010 - Baker	12.43
07041 - Cook I	11.30
07042 - Cook II	12.57
07070 - Dishwasher	8.78
07130 - Meat Cutter	15.66
07250 - Waiter/Waitress	9.16
09000 - Furniture Maintenance and Repair Occupations	
09010 - Electrostatic Spray Painter	16.58
09040 - Furniture Handler	11.77
09070 - Furniture Refinisher	16.58
09100 - Furniture Refinisher Helper	13.40
09110 - Furniture Repairer, Minor	15.07
09130 - Upholsterer	16.58
11030 - General Services and Support Occupations	
11030 - Cleaner, Vehicles	9.89
11060 - Elevator Operator	10.59
11090 - Gardener	13.76
11121 - House Keeping Aid I	9.72
11122 - House Keeping Aid II	10.49
11150 - Janitor	10.68
11210 - Laborer, Grounds Maintenance	11.45
11240 - Maid or Houseman	9.72
11270 - Pest Controller	12.93
11300 - Refuse Collector	11.01
11330 - Tractor Operator	13.05

11360 - Window Cleaner	11.31	
12000 - Health Occupations		
12020 - Dental Assistant	15.35	
12040 - Emergency Medical Technician (EMT)/Paramedic/Ambulance Driver	16.56	
12071 - Licensed Practical Nurse I	14.38	
12072 - Licensed Practical Nurse II	15.99	
12073 - Licensed Practical Nurse III	17.97	
12100 - Medical Assistant	14.19	
12130 - Medical Laboratory Technician	13.89	
12160 - Medical Record Clerk	11.74	
12190 - Medical Record Technician	14.14	
12221 - Nursing Assistant I	8.75	
12222 - Nursing Assistant II	9.84	
12223 - Nursing Assistant III	10.73	
12224 - Nursing Assistant IV	11.71	
12250 - Pharmacy Technician	13.94	
12280 - Phlebotomist	12.10	
12311 - Registered Nurse I	18.40	
12312 - Registered Nurse II	28.05	
12313 - Registered Nurse II, Specialist	28.05	
12314 - Registered Nurse III	33.54	
12315 - Registered Nurse III, Anesthetist	33.54	
12316 - Registered Nurse IV	34.10	
13000 - Information and Arts Occupations		
13002 - Audiovisual Librarian	16.91	
13011 - Exhibits Specialist I	15.72	
13012 - Exhibits Specialist II	19.46	
13013 - Exhibits Specialist III	22.07	
13041 - Illustrator I	16.47	
13042 - Illustrator II	20.30	
13043 - Illustrator III	23.56	
13047 - Librarian	22.56	
13050 - Library Technician	14.11	
13071 - Photographer I	12.94	
13072 - Photographer II	13.87	
13073 - Photographer III	17.17	
13074 - Photographer IV	20.92	
13075 - Photographer V	25.30	
15000 - Laundry, Dry Cleaning, Pressing and Related Occupations		
15010 - Assembler	8.66	
15030 - Counter Attendant	8.66	
15040 - Dry Cleaner	10.89	
15070 - Finisher, Flatwork, Machine	8.66	
15090 - Presser, Hand	8.66	
15100 - Presser, Machine, Drycleaning	8.66	
15130 - Presser, Machine, Shirts	8.66	

15160 - Presser, Machine, Wearing Apparel, Laundry	8.66
15190 - Sewing Machine Operator	11.60
15220 - Tailor	12.30
15250 - Washer, Machine	9.40
19000 - Machine Tool Operation and Repair Occupations	
19010 - Machine-Tool Operator (Toolroom)	17.01
19040 - Tool and Die Maker	22.57
21000 - Material Handling and Packing Occupations	
21010 - Fuel Distribution System Operator	17.23
21020 - Material Coordinator	18.33
21030 - Material Expediter	18.33
21040 - Material Handling Laborer	13.22
21050 - Order Filler	11.94
21071 - Forklift Operator	14.62
21080 - Production Line Worker (Food Processing)	14.62
21100 - Shipping/Receiving Clerk	14.07
21130 - Shipping Packer	14.07
21140 - Store Worker I	11.24
21150 - Stock Clerk (Shelf Stocker; Store Worker II)	14.78
21210 - Tools and Parts Attendant	14.62
21400 - Warehouse Specialist	14.62
23000 - Mechanics and Maintenance and Repair Occupations	
23010 - Aircraft Mechanic	21.75
23040 - Aircraft Mechanic Helper	17.27
23050 - Aircraft Quality Control Inspector	23.91
23060 - Aircraft Servicer	19.73
23070 - Aircraft Worker	20.76
23100 - Appliance Mechanic	17.42
23120 - Bicycle Repairer	13.76
23125 - Cable Splicer	26.65
23130 - Carpenter, Maintenance	18.60
23140 - Carpet Layer	19.18
23160 - Electrician, Maintenance	26.86
23181 - Electronics Technician, Maintenance I	15.02
23182 - Electronics Technician, Maintenance II	21.13
23183 - Electronics Technician, Maintenance III	23.53
23260 - Fabric Worker	17.69
23290 - Fire Alarm System Mechanic	21.61
23310 - Fire Extinguisher Repairer	16.86
23340 - Fuel Distribution System Mechanic	21.08
23370 - General Maintenance Worker	15.85
23400 - Heating, Refrigeration and Air Conditioning Mechanic	18.63
23430 - Heavy Equipment Mechanic	20.48
23440 - Heavy Equipment Operator	22.23
23460 - Instrument Mechanic	21.61
23470 - Laborer	11.18

23500 - Locksmith	16.58	
23530 - Machinery Maintenance Mechanic		22.06
23550 - Machinist, Maintenance	21.31	
23580 - Maintenance Trades Helper	13.40	
23640 - Millwright	23.01	
23700 - Office Appliance Repairer	20.53	
23740 - Painter, Aircraft	17.39	
23760 - Painter, Maintenance	16.58	
23790 - Pipefitter, Maintenance	25.84	
23800 - Plumber, Maintenance	23.07	
23820 - Pneudraulic Systems Mechanic		21.61
23850 - Rigger	21.08	
23870 - Scale Mechanic	19.23	
23890 - Sheet-Metal Worker, Maintenance		19.07
23910 - Small Engine Mechanic	15.85	
23930 - Telecommunication Mechanic I	19.03	
23931 - Telecommunication Mechanic II	19.95	
23950 - Telephone Lineman	20.48	
23960 - Welder, Combination, Maintenance		17.42
23965 - Well Driller	19.67	
23970 - Woodcraft Worker	21.61	
23980 - Woodworker	14.24	
24000 - Personal Needs Occupations		
24570 - Child Care Attendant	9.95	
24580 - Child Care Center Clerk	13.04	
24600 - Chore Aid	10.34	
24630 - Homemaker	14.74	
25000 - Plant and System Operation Occupations		
25010 - Boiler Tender	21.26	
25040 - Sewage Plant Operator	18.83	
25070 - Stationary Engineer	21.26	
25190 - Ventilation Equipment Tender	15.44	
25210 - Water Treatment Plant Operator	18.83	
27000 - Protective Service Occupations		
(not set) - Police Officer	23.52	
27004 - Alarm Monitor	14.91	
27006 - Corrections Officer	20.62	
27010 - Court Security Officer	21.95	
27040 - Detention Officer	20.62	
27070 - Firefighter	20.58	
27101 - Guard I	11.13	
27102 - Guard II	14.64	
28000 - Stevedoring/Longshoremen Occupations		
28010 - Blocker and Bracer	18.24	
28020 - Hatch Tender	18.24	
28030 - Line Handler	18.24	

28040 - Stevedore I	17.78	
28050 - Stevedore II	19.40	
29000 - Technical Occupations		
21150 - Graphic Artist	18.88	
29010 - Air Traffic Control Specialist, Center (2)	32.68	
29011 - Air Traffic Control Specialist, Station (2)	22.53	
29012 - Air Traffic Control Specialist, Terminal (2)	24.81	
29023 - Archeological Technician I	14.08	
29024 - Archeological Technician II	15.73	
29025 - Archeological Technician III	19.46	
29030 - Cartographic Technician	19.46	
29035 - Computer Based Training (CBT) Specialist/ Instructor	25.16	
29040 - Civil Engineering Technician	20.57	
29061 - Drafter I	12.75	
29062 - Drafter II	14.66	
29063 - Drafter III	15.72	
29064 - Drafter IV	19.46	
29081 - Engineering Technician I	12.53	
29082 - Engineering Technician II	14.08	
29083 - Engineering Technician III	16.67	
29084 - Engineering Technician IV	22.03	
29085 - Engineering Technician V	28.27	
29086 - Engineering Technician VI	31.42	
29090 - Environmental Technician	20.33	
29100 - Flight Simulator/Instructor (Pilot)	30.53	
29160 - Instructor	22.40	
29210 - Laboratory Technician	17.49	
29240 - Mathematical Technician	19.46	
29361 - Paralegal/Legal Assistant I	14.95	
29362 - Paralegal/Legal Assistant II	21.29	
29363 - Paralegal/Legal Assistant III	26.04	
29364 - Paralegal/Legal Assistant IV	31.52	
29390 - Photooptics Technician	19.46	
29480 - Technical Writer	25.52	
29491 - Unexploded Ordnance (UXO) Technician I	20.77	
29492 - Unexploded Ordnance (UXO) Technician II	25.13	
29493 - Unexploded Ordnance (UXO) Technician III	30.12	
29494 - Unexploded (UXO) Safety Escort	20.77	
29495 - Unexploded (UXO) Sweep Personnel	20.77	
29620 - Weather Observer, Senior (3)	17.63	
29621 - Weather Observer, Combined Upper Air and Surface Programs (3)	15.90	
29622 - Weather Observer, Upper Air	15.90	
31000 - Transportation/ Mobile Equipment Operation Occupations		
31030 - Bus Driver	16.00	
31260 - Parking and Lot Attendant	9.18	
31290 - Shuttle Bus Driver	12.69	

31300 - Taxi Driver	10.14	
31361 - Truckdriver, Light Truck	12.69	
31362 - Truckdriver, Medium Truck	16.91	
31363 - Truckdriver, Heavy Truck	17.67	
31364 - Truckdriver, Tractor-Trailer	17.67	
99000 - Miscellaneous Occupations		
99020 - Animal Caretaker	10.06	
99030 - Cashier	11.02	
99041 - Carnival Equipment Operator	10.68	
99042 - Carnival Equipment Repairer	11.34	
99043 - Carnival Worker	8.70	
99050 - Desk Clerk	10.45	
99095 - Embalmer	20.27	
99300 - Lifeguard	10.91	
99310 - Mortician	20.47	
99350 - Park Attendant (Aide)	13.71	
99400 - Photofinishing Worker (Photo Lab Tech., Darkroom Tech)		10.59
99500 - Recreation Specialist	14.49	
99510 - Recycling Worker	14.87	
99610 - Sales Clerk	11.52	
99620 - School Crossing Guard (Crosswalk Attendant)		12.11
99630 - Sport Official	10.91	
99658 - Survey Party Chief (Chief of Party)	22.43	
99659 - Surveying Technician (Instr. Person/Surveyor Asst./Instr.)		18.12
99660 - Surveying Aide	13.22	
99690 - Swimming Pool Operator	15.85	
99720 - Vending Machine Attendant	13.43	
99730 - Vending Machine Repairer	15.85	
99740 - Vending Machine Repairer Helper	13.43	

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ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$2.87 an hour or \$114.80 a week or \$497.47 a month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day,



Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE PARENTHESES AFTER THEM RECEIVE THE FOLLOWING BENEFITS (as numbered):

1) Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See CFR 4.156)

2) APPLICABLE TO AIR TRAFFIC CONTROLLERS ONLY - NIGHT DIFFERENTIAL:

An employee is entitled to pay for all work performed between the hours of 6:00 P.M. and 6:00 A.M. at the rate of basic pay plus a night pay differential amounting to 10 percent of the rate of basic pay.

3) WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees

employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All

operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**\*\* UNIFORM ALLOWANCE \*\***

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

**\*\* NOTES APPLYING TO THIS WAGE DETERMINATION \*\***

Under the policy and guidance contained in All Agency Memorandum No. 159, the Wage and Hour Division does not recognize, for section 4(c) purposes, prospective wage rates and fringe benefit provisions that are effective only upon such contingencies as "approval of Wage and Hour, issuance of a wage determination, incorporation of the wage determination in the contract, adjusting the contract price, etc." (The relevant CBA section) in the collective bargaining agreement between (the parties) contains contingency language that Wage and Hour does not recognize as reflecting "arm's length negotiation" under section 4(c) of the Act and 29 C.F.R. 5.11(a) of the regulations. This wage determination therefore reflects the actual CBA wage rates and fringe benefits paid under the predecessor contract.

Source of Occupational Title and Descriptions:

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations," Fourth Edition, January 1993, as amended by the Third Supplement, dated March 1997, unless otherwise indicated. This publication may be obtained from the Superintendent of Documents, at 202-783-3238, or by writing to the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. Copies of specific job descriptions may also be obtained from the appropriate contracting officer.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE  
RATE {Standard Form  
1444 (SF 1444)}

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent

information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).

4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.

5) The contracting officer transmits the Wage and Hour decision to the contractor.

6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

94-2559 WA,BREMETON

WAGE DETERMINATION NO: 94-2559 REV (27) AREA: WA,BREMETON

HEALTH AND WELFARE LEVEL - INSURANCE ONLY \*\*OTHER WELFARE LEVEL  
WD:94-2560

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REGISTER OF WAGE DETERMINATIONS UNDER | U.S. DEPARTMENT OF  
LABOR

THE SERVICE CONTRACT ACT | EMPLOYMENT STANDARDS  
ADMINISTRATION

By direction of the Secretary of Labor | WAGE AND HOUR DIVISION  
WASHINGTON D.C. 20210

William W.Gross Division of | Wage Determination No.: 1994-2559  
Director Wage Determinations| Revision No.: 27  
Date Of Revision: 05/23/2005

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State: Washington

Area: Washington Counties of Clallam, Grays Harbor, Jefferson, Kitsap, Mason

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\*\*Fringe Benefits Required Follow the Occupational Listing\*\*

OCCUPATION CODE - TITLE	MINIMUM WAGE RATE
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01000 - Administrative Support and Clerical Occupations	
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01011 - Accounting Clerk I	11.92
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01012 - Accounting Clerk II	13.23
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01013 - Accounting Clerk III	15.44
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01014 - Accounting Clerk IV	17.28
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01030 - Court Reporter	16.18
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01050 - Dispatcher, Motor Vehicle	16.18
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01060 - Document Preparation Clerk	13.12
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01070 - Messenger (Courier)	10.40
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01090 - Duplicating Machine Operator	13.12
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01110 - Film/Tape Librarian	12.80
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01115 - General Clerk I	10.34
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01116 - General Clerk II	11.53
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01117 - General Clerk III	14.80
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01118 - General Clerk IV	16.82
01120 - Housing Referral Assistant	17.89
01131 - Key Entry Operator I	13.04
01132 - Key Entry Operator II	14.43
01191 - Order Clerk I	12.55
01192 - Order Clerk II	16.10
01261 - Personnel Assistant (Employment) I	13.21
01262 - Personnel Assistant (Employment) II	14.66
01263 - Personnel Assistant (Employment) III	16.20
01264 - Personnel Assistant (Employment) IV	18.61
01270 - Production Control Clerk	18.66
01290 - Rental Clerk	13.71
01300 - Scheduler, Maintenance	15.66
01311 - Secretary I	14.97
01312 - Secretary II	15.92
01313 - Secretary III	17.77
01314 - Secretary IV	21.44
01315 - Secretary V	24.91
01320 - Service Order Dispatcher	15.52
01341 - Stenographer I	14.34
01342 - Stenographer II	16.10
01400 - Supply Technician	21.03
01420 - Survey Worker (Interviewer)	15.58
01460 - Switchboard Operator-Receptionist	12.38
01510 - Test Examiner	16.18
01520 - Test Proctor	16.18
01531 - Travel Clerk I	10.80
01532 - Travel Clerk II	11.73
01533 - Travel Clerk III	12.45
01611 - Word Processor I	13.46
01612 - Word Processor II	15.66
01613 - Word Processor III	16.97
03000 - Automatic Data Processing Occupations	
03010 - Computer Data Librarian	15.66
03041 - Computer Operator I	15.66
03042 - Computer Operator II	16.73
03043 - Computer Operator III	19.24
03044 - Computer Operator IV	21.87
03045 - Computer Operator V	24.27
03071 - Computer Programmer I (1)	16.86
03072 - Computer Programmer II (1)	20.28
03073 - Computer Programmer III (1)	27.62
03074 - Computer Programmer IV (1)	27.62
03101 - Computer Systems Analyst I (1)	25.38
03102 - Computer Systems Analyst II (1)	27.62
03103 - Computer Systems Analyst III (1)	27.62

03160 - Peripheral Equipment Operator	16.47
05000 - Automotive Service Occupations	
05005 - Automotive Body Repairer, Fiberglass	19.29
05010 - Automotive Glass Installer	19.87
05040 - Automotive Worker	19.87
05070 - Electrician, Automotive	20.86
05100 - Mobile Equipment Servicer	18.55
05130 - Motor Equipment Metal Mechanic	21.22
05160 - Motor Equipment Metal Worker	19.88
05190 - Motor Vehicle Mechanic	21.72
05220 - Motor Vehicle Mechanic Helper	17.84
05250 - Motor Vehicle Upholstery Worker	19.59
05280 - Motor Vehicle Wrecker	19.88
05310 - Painter, Automotive	20.54
05340 - Radiator Repair Specialist	19.88
05370 - Tire Repairer	14.81
05400 - Transmission Repair Specialist	21.22
07000 - Food Preparation and Service Occupations	
(not set) - Food Service Worker	9.70
07010 - Baker	13.85
07041 - Cook I	11.74
07042 - Cook II	12.83
07070 - Dishwasher	9.95
07130 - Meat Cutter	18.25
07250 - Waiter/Waitress	10.44
09000 - Furniture Maintenance and Repair Occupations	
09010 - Electrostatic Spray Painter	18.67
09040 - Furniture Handler	14.68
09070 - Furniture Refinisher	18.67
09100 - Furniture Refinisher Helper	16.24
09110 - Furniture Repairer, Minor	17.47
09130 - Upholsterer	18.67
11030 - General Services and Support Occupations	
11030 - Cleaner, Vehicles	11.36
11060 - Elevator Operator	10.92
11090 - Gardener	14.37
11121 - House Keeping Aid I	9.57
11122 - House Keeping Aid II	10.92
11150 - Janitor	11.69
11210 - Laborer, Grounds Maintenance	12.63
11240 - Maid or Houseman	9.57
11270 - Pest Controller	14.05
11300 - Refuse Collector	14.46
11330 - Tractor Operator	13.50
11360 - Window Cleaner	12.32
12000 - Health Occupations	

12020 - Dental Assistant	15.71	
12040 - Emergency Medical Technician (EMT)/Paramedic/Ambulance Driver	19.09	
12071 - Licensed Practical Nurse I	14.70	
12072 - Licensed Practical Nurse II	16.49	
12073 - Licensed Practical Nurse III	18.48	
12100 - Medical Assistant	13.30	
12130 - Medical Laboratory Technician	15.42	
12160 - Medical Record Clerk	12.72	
12190 - Medical Record Technician	17.63	
12221 - Nursing Assistant I	9.66	
12222 - Nursing Assistant II	10.72	
12223 - Nursing Assistant III	11.85	
12224 - Nursing Assistant IV	14.10	
12250 - Pharmacy Technician	14.55	
12280 - Phlebotomist	14.10	
12311 - Registered Nurse I	22.51	
12312 - Registered Nurse II	27.51	
12313 - Registered Nurse II, Specialist	27.51	
12314 - Registered Nurse III	33.23	
12315 - Registered Nurse III, Anesthetist	33.23	
12316 - Registered Nurse IV	39.92	
13000 - Information and Arts Occupations		
13002 - Audiovisual Librarian	16.82	
13011 - Exhibits Specialist I	17.14	
13012 - Exhibits Specialist II	21.12	
13013 - Exhibits Specialist III	25.83	
13041 - Illustrator I	17.14	
13042 - Illustrator II	21.12	
13043 - Illustrator III	25.83	
13047 - Librarian	23.38	
13050 - Library Technician	14.54	
13071 - Photographer I	15.72	
13072 - Photographer II	18.56	
13073 - Photographer III	21.21	
13074 - Photographer IV	25.39	
13075 - Photographer V	30.50	
15000 - Laundry, Dry Cleaning, Pressing and Related Occupations		
15010 - Assembler	8.71	
15030 - Counter Attendant	10.10	
15040 - Dry Cleaner	8.71	
15070 - Finisher, Flatwork, Machine	8.71	
15090 - Presser, Hand	8.71	
15100 - Presser, Machine, Drycleaning	8.71	
15130 - Presser, Machine, Shirts	8.71	
15160 - Presser, Machine, Wearing Apparel, Laundry	8.71	
15190 - Sewing Machine Operator	10.82	



15220 - Tailor	11.46	
15250 - Washer, Machine	9.17	
19000 - Machine Tool Operation and Repair Occupations		
19010 - Machine-Tool Operator (Toolroom)		20.54
19040 - Tool and Die Maker	23.21	
21000 - Material Handling and Packing Occupations		
21010 - Fuel Distribution System Operator		19.68
21020 - Material Coordinator	18.06	
21030 - Material Expediter	19.59	
21040 - Material Handling Laborer	15.41	
21050 - Order Filler	13.15	
21071 - Forklift Operator	18.06	
21080 - Production Line Worker (Food Processing)		17.59
21100 - Shipping/Receiving Clerk	16.62	
21130 - Shipping Packer	16.62	
21140 - Store Worker I	13.51	
21150 - Stock Clerk (Shelf Stocker; Store Worker II)		17.05
21210 - Tools and Parts Attendant	18.06	
21400 - Warehouse Specialist	18.06	
23000 - Mechanics and Maintenance and Repair Occupations		
23010 - Aircraft Mechanic	22.71	
23040 - Aircraft Mechanic Helper	18.58	
23050 - Aircraft Quality Control Inspector	22.78	
23060 - Aircraft Servicer	19.90	
23070 - Aircraft Worker	20.67	
23100 - Appliance Mechanic	20.54	
23120 - Bicycle Repairer	14.81	
23125 - Cable Splicer	22.62	
23130 - Carpenter, Maintenance	193.56	
23140 - Carpet Layer	20.97	
23160 - Electrician, Maintenance	23.67	
23181 - Electronics Technician, Maintenance I		22.07
23182 - Electronics Technician, Maintenance II		22.43
23183 - Electronics Technician, Maintenance III		23.89
23260 - Fabric Worker	19.84	
23290 - Fire Alarm System Mechanic	22.62	
23310 - Fire Extinguisher Repairer	18.68	
23340 - Fuel Distribution System Mechanic	22.62	
23370 - General Maintenance Worker	16.43	
23400 - Heating, Refrigeration and Air Conditioning Mechanic		21.75
23430 - Heavy Equipment Mechanic	24.83	
23440 - Heavy Equipment Operator	23.35	
23460 - Instrument Mechanic	22.62	
23470 - Laborer	11.44	
23500 - Locksmith	18.67	
23530 - Machinery Maintenance Mechanic		19.83

23550 - Machinist, Maintenance	22.59
23580 - Maintenance Trades Helper	14.76
23640 - Millwright	22.62
23700 - Office Appliance Repairer	21.85
23740 - Painter, Aircraft	20.56
23760 - Painter, Maintenance	18.67
23790 - Pipefitter, Maintenance	23.34
23800 - Plumber, Maintenance	22.59
23820 - Pneudraulic Systems Mechanic	22.84
23850 - Rigger	22.59
23870 - Scale Mechanic	20.97
23890 - Sheet-Metal Worker, Maintenance	22.38
23910 - Small Engine Mechanic	20.97
23930 - Telecommunication Mechanic I	21.91
23931 - Telecommunication Mechanic II	22.59
23950 - Telephone Lineman	21.22
23960 - Welder, Combination, Maintenance	21.64
23965 - Well Driller	22.62
23970 - Woodcraft Worker	22.62
23980 - Woodworker	18.68
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	9.23
24580 - Child Care Center Clerk	11.51
24600 - Chore Aid	12.50
24630 - Homemaker	15.38
25000 - Plant and System Operation Occupations	
25010 - Boiler Tender	23.19
25040 - Sewage Plant Operator	20.36
25070 - Stationary Engineer	23.19
25190 - Ventilation Equipment Tender	18.00
25210 - Water Treatment Plant Operator	20.36
27000 - Protective Service Occupations	
(not set) - Police Officer	26.14
27004 - Alarm Monitor	16.20
27006 - Corrections Officer	22.78
27010 - Court Security Officer	25.57
27040 - Detention Officer	23.51
27070 - Firefighter	25.24
27101 - Guard I	11.35
27102 - Guard II	18.63
28000 - Stevedoring/Longshoremen Occupations	
28010 - Blocker and Bracer	18.25
28020 - Hatch Tender	18.25
28030 - Line Handler	18.25
28040 - Stevedore I	17.81
28050 - Stevedore II	19.04

29000 - Technical Occupations		
21150 - Graphic Artist	18.36	
29010 - Air Traffic Control Specialist, Center (2)		32.84
29011 - Air Traffic Control Specialist, Station (2)		22.64
29012 - Air Traffic Control Specialist, Terminal (2)		24.95
29023 - Archeological Technician I	17.67	
29024 - Archeological Technician II	19.96	
29025 - Archeological Technician III	24.40	
29030 - Cartographic Technician	24.40	
29035 - Computer Based Training (CBT) Specialist/ Instructor		24.42
29040 - Civil Engineering Technician	22.23	
29061 - Drafter I	15.31	
29062 - Drafter II	17.61	
29063 - Drafter III	19.69	
29064 - Drafter IV	24.40	
29081 - Engineering Technician I	14.72	
29082 - Engineering Technician II	16.95	
29083 - Engineering Technician III	19.25	
29084 - Engineering Technician IV	22.95	
29085 - Engineering Technician V	29.98	
29086 - Engineering Technician VI	36.27	
29090 - Environmental Technician	22.95	
29100 - Flight Simulator/Instructor (Pilot)	26.50	
29160 - Instructor	26.25	
29210 - Laboratory Technician	20.67	
29240 - Mathematical Technician	24.40	
29361 - Paralegal/Legal Assistant I	17.95	
29362 - Paralegal/Legal Assistant II	22.08	
29363 - Paralegal/Legal Assistant III	27.01	
29364 - Paralegal/Legal Assistant IV	31.70	
29390 - Photooptics Technician	22.79	
29480 - Technical Writer	33.56	
29491 - Unexploded Ordnance (UXO) Technician I		20.88
29492 - Unexploded Ordnance (UXO) Technician II		25.26
29493 - Unexploded Ordnance (UXO) Technician III		30.28
29494 - Unexploded (UXO) Safety Escort		20.88
29495 - Unexploded (UXO) Sweep Personnel		20.88
29620 - Weather Observer, Senior (3)	19.09	
29621 - Weather Observer, Combined Upper Air and Surface Programs (3)		16.40
29622 - Weather Observer, Upper Air (3)	16.40	
31000 - Transportation/ Mobile Equipment Operation Occupations		
31030 - Bus Driver	16.85	
31260 - Parking and Lot Attendant		11.51
31290 - Shuttle Bus Driver	13.59	
31300 - Taxi Driver	15.29	
31361 - Truckdriver, Light Truck	12.82	

31362 - Truckdriver, Medium Truck	15.46	
31363 - Truckdriver, Heavy Truck	16.55	
31364 - Truckdriver, Tractor-Trailer	16.55	
99000 - Miscellaneous Occupations		
99020 - Animal Caretaker	10.90	
99030 - Cashier	10.67	
99041 - Carnival Equipment Operator	11.31	
99042 - Carnival Equipment Repairer	11.75	
99043 - Carnival Worker	9.95	
99050 - Desk Clerk	9.28	
99095 - Embalmer	20.88	
99300 - Lifeguard	10.97	
99310 - Mortician	20.88	
99350 - Park Attendant (Aide)	13.78	
99400 - Photofinishing Worker (Photo Lab Tech., Darkroom Tech)		10.13
99500 - Recreation Specialist	12.56	
99510 - Recycling Worker	16.44	
99610 - Sales Clerk	11.66	
99620 - School Crossing Guard (Crosswalk Attendant)		13.53
99630 - Sport Official	9.60	
99658 - Survey Party Chief (Chief of Party)	17.97	
99659 - Surveying Technician (Instr. Person/Surveyor Asst./Instr.)		12.74
99660 - Surveying Aide	8.44	
99690 - Swimming Pool Operator	17.47	
99720 - Vending Machine Attendant	16.56	
99730 - Vending Machine Repairer	17.47	
99740 - Vending Machine Repairer Helper	16.56	

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ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$2.87 an hour or \$114.80 a week or \$497.47 a month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in

accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE PARENTHESES AFTER THEM RECEIVE THE FOLLOWING BENEFITS (as numbered):

1) Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See CFR 4.156)

2) APPLICABLE TO AIR TRAFFIC CONTROLLERS ONLY - NIGHT DIFFERENTIAL:  
An employee is entitled to pay for all work performed between the hours of 6:00 P.M. and 6:00 A.M. at the rate of basic pay plus a night pay differential amounting to 10 percent of the rate of basic pay.

3) WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials

are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**\*\* UNIFORM ALLOWANCE \*\***

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

**\*\* NOTES APPLYING TO THIS WAGE DETERMINATION \*\***

Under the policy and guidance contained in All Agency Memorandum No. 159, the Wage and Hour Division does not recognize, for section 4(c) purposes, prospective wage rates and fringe benefit provisions that are effective only upon such contingencies as "approval of Wage and Hour, issuance of a wage determination, incorporation of the wage determination in the contract, adjusting the contract price, etc." (The relevant CBA section) in the collective bargaining agreement between (the parties) contains contingency language that Wage and Hour does not recognize as reflecting "arm's length negotiation" under section 4(c) of the Act and 29 C.F.R. 5.11(a) of the regulations. This wage determination therefore reflects the actual CBA wage rates and fringe benefits paid under the predecessor contract.

Source of Occupational Title and Descriptions:

The duties of employees under job titles listed are those described in the

"Service Contract Act Directory of Occupations," Fourth Edition, January 1993, as amended by the Third Supplement, dated March 1997, unless otherwise indicated. This publication may be obtained from the Superintendent of Documents, at 202-783-3238, or by writing to the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. Copies of specific job descriptions may also be obtained from the appropriate contracting officer.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor,

for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).

4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.

5) The contracting officer transmits the Wage and Hour decision to the contractor.

6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.



94-2561 WA,ISLAND COUNTY

WAGE DETERMINATION NO: 94-2561 REV (32) AREA: WA,ISLAND COUNTY

HEALTH AND WELFARE LEVEL - INSURANCE ONLY \*\*OTHER WELFARE LEVEL  
WD:94-2562

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REGISTER OF WAGE DETERMINATIONS UNDER | U.S. DEPARTMENT OF  
LABOR

THE SERVICE CONTRACT ACT | EMPLOYMENT STANDARDS  
ADMINISTRATION

By direction of the Secretary of Labor | WAGE AND HOUR DIVISION  
WASHINGTON D.C. 20210

William W.Gross Division of | Wage Determination No.: 1994-2561  
Director Wage Determinations| Revision No.: 32  
Date Of Revision: 05/23/2005

State: Washington

Area: Washington Counties of Island, San Juan, Skagit

\*\*Fringe Benefits Required Follow the Occupational Listing\*\*

OCCUPATION CODE - TITLE MINIMUM WAGE RATE

01000 - Administrative Support and Clerical Occupations	
01011 - Accounting Clerk I	11.92
01012 - Accounting Clerk II	13.23
01013 - Accounting Clerk III	15.44
01014 - Accounting Clerk IV	17.28
01030 - Court Reporter	16.18
01050 - Dispatcher, Motor Vehicle	16.18
01060 - Document Preparation Clerk	13.12
01070 - Messenger (Courier)	10.89
01090 - Duplicating Machine Operator	13.12
01110 - Film/Tape Librarian	12.80
01115 - General Clerk I	10.34
01116 - General Clerk II	11.53
01117 - General Clerk III	14.80

01118 - General Clerk IV	16.82
01120 - Housing Referral Assistant	17.89
01131 - Key Entry Operator I	13.04
01132 - Key Entry Operator II	15.93
01191 - Order Clerk I	13.11
01192 - Order Clerk II	14.37
01261 - Personnel Assistant (Employment) I	13.21
01262 - Personnel Assistant (Employment) II	14.66
01263 - Personnel Assistant (Employment) III	16.20
01264 - Personnel Assistant (Employment) IV	18.61
01270 - Production Control Clerk	18.66
01290 - Rental Clerk	13.33
01300 - Scheduler, Maintenance	15.66
01311 - Secretary I	14.97
01312 - Secretary II	15.92
01313 - Secretary III	17.77
01314 - Secretary IV	21.44
01315 - Secretary V	24.91
01320 - Service Order Dispatcher	15.43
01341 - Stenographer I	13.61
01342 - Stenographer II	15.66
01400 - Supply Technician	21.03
01420 - Survey Worker (Interviewer)	15.58
01460 - Switchboard Operator-Receptionist	12.38
01510 - Test Examiner	16.18
01520 - Test Proctor	16.18
01531 - Travel Clerk I	11.25
01532 - Travel Clerk II	12.08
01533 - Travel Clerk III	12.91
01611 - Word Processor I	13.46
01612 - Word Processor II	15.66
01613 - Word Processor III	17.26
03000 - Automatic Data Processing Occupations	
03010 - Computer Data Librarian	15.40
03041 - Computer Operator I	15.66
03042 - Computer Operator II	16.73
03043 - Computer Operator III	19.24
03044 - Computer Operator IV	21.87
03045 - Computer Operator V	24.27
03071 - Computer Programmer I (1)	16.82
03072 - Computer Programmer II (1)	20.89
03073 - Computer Programmer III (1)	27.62
03074 - Computer Programmer IV (1)	27.62
03101 - Computer Systems Analyst I (1)	27.62
03102 - Computer Systems Analyst II (1)	27.62
03103 - Computer Systems Analyst III (1)	27.62

03160 - Peripheral Equipment Operator	16.59
05000 - Automotive Service Occupations	
05005 - Automotive Body Repairer, Fiberglass	21.24
05010 - Automotive Glass Installer	18.58
05040 - Automotive Worker	19.93
05070 - Electrician, Automotive	20.82
05100 - Mobile Equipment Servicer	17.98
05130 - Motor Equipment Metal Mechanic	21.66
05160 - Motor Equipment Metal Worker	19.93
05190 - Motor Vehicle Mechanic	21.69
05220 - Motor Vehicle Mechanic Helper	17.12
05250 - Motor Vehicle Upholstery Worker	18.86
05280 - Motor Vehicle Wrecker	19.93
05310 - Painter, Automotive	20.82
05340 - Radiator Repair Specialist	22.33
05370 - Tire Repairer	15.74
05400 - Transmission Repair Specialist	21.66
07000 - Food Preparation and Service Occupations	
(not set) - Food Service Worker	9.70
07010 - Baker	12.82
07041 - Cook I	11.74
07042 - Cook II	12.83
07070 - Dishwasher	9.55
07130 - Meat Cutter	17.80
07250 - Waiter/Waitress	9.69
09000 - Furniture Maintenance and Repair Occupations	
09010 - Electrostatic Spray Painter	21.01
09040 - Furniture Handler	16.89
09070 - Furniture Refinisher	21.01
09100 - Furniture Refinisher Helper	18.28
09110 - Furniture Repairer, Minor	19.65
09130 - Upholsterer	21.01
11030 - General Services and Support Occupations	
11030 - Cleaner, Vehicles	11.31
11060 - Elevator Operator	10.17
11090 - Gardener	14.37
11121 - House Keeping Aid I	9.57
11122 - House Keeping Aid II	10.92
11150 - Janitor	11.69
11210 - Laborer, Grounds Maintenance	11.85
11240 - Maid or Houseman	9.57
11270 - Pest Controller	14.37
11300 - Refuse Collector	13.49
11330 - Tractor Operator	12.80
11360 - Window Cleaner	12.32
12000 - Health Occupations	

12020 - Dental Assistant	14.77	
12040 - Emergency Medical Technician (EMT)/Paramedic/Ambulance Driver	15.22	
12071 - Licensed Practical Nurse I	14.70	
12072 - Licensed Practical Nurse II	16.49	
12073 - Licensed Practical Nurse III	18.48	
12100 - Medical Assistant	13.30	
12130 - Medical Laboratory Technician	14.66	
12160 - Medical Record Clerk	12.80	
12190 - Medical Record Technician	17.63	
12221 - Nursing Assistant I	9.66	
12222 - Nursing Assistant II	10.72	
12223 - Nursing Assistant III	11.85	
12224 - Nursing Assistant IV	14.10	
12250 - Pharmacy Technician	14.58	
12280 - Phlebotomist	14.10	
12311 - Registered Nurse I	22.49	
12312 - Registered Nurse II	27.51	
12313 - Registered Nurse II, Specialist	27.51	
12314 - Registered Nurse III	33.23	
12315 - Registered Nurse III, Anesthetist	33.23	
12316 - Registered Nurse IV	39.92	
13000 - Information and Arts Occupations		
13002 - Audiovisual Librarian	19.21	
13011 - Exhibits Specialist I	18.69	
13012 - Exhibits Specialist II	23.03	
13013 - Exhibits Specialist III	28.17	
13041 - Illustrator I	18.69	
13042 - Illustrator II	23.03	
13043 - Illustrator III	26.17	
13047 - Librarian	25.50	
13050 - Library Technician	14.04	
13071 - Photographer I	14.80	
13072 - Photographer II	17.95	
13073 - Photographer III	22.02	
13074 - Photographer IV	26.92	
13075 - Photographer V	32.59	
15000 - Laundry, Dry Cleaning, Pressing and Related Occupations		
15010 - Assembler	8.71	
15030 - Counter Attendant	8.71	
15040 - Dry Cleaner	10.35	
15070 - Finisher, Flatwork, Machine	8.71	
15090 - Presser, Hand	8.71	
15100 - Presser, Machine, Drycleaning	8.71	
15130 - Presser, Machine, Shirts	8.71	
15160 - Presser, Machine, Wearing Apparel, Laundry	8.71	
15190 - Sewing Machine Operator	11.09	

15220 - Tailor	11.83	
15250 - Washer, Machine	9.17	
19000 - Machine Tool Operation and Repair Occupations		
19010 - Machine-Tool Operator (Toolroom)		21.01
19040 - Tool and Die Maker	23.74	
21000 - Material Handling and Packing Occupations		
21010 - Fuel Distribution System Operator		20.68
21020 - Material Coordinator	17.89	
21030 - Material Expediter	17.89	
21040 - Material Handling Laborer	15.41	
21050 - Order Filler	10.92	
21071 - Forklift Operator	18.06	
21080 - Production Line Worker (Food Processing)		17.59
21100 - Shipping/Receiving Clerk	13.40	
21130 - Shipping Packer	13.40	
21140 - Store Worker I	13.51	
21150 - Stock Clerk (Shelf Stocker; Store Worker II)		17.05
21210 - Tools and Parts Attendant	18.06	
21400 - Warehouse Specialist	18.06	
23000 - Mechanics and Maintenance and Repair Occupations		
23010 - Aircraft Mechanic	22.71	
23040 - Aircraft Mechanic Helper	18.64	
23050 - Aircraft Quality Control Inspector	26.64	
23060 - Aircraft Servicer	19.90	
23070 - Aircraft Worker	21.03	
23100 - Appliance Mechanic	21.01	
23120 - Bicycle Repairer	18.33	
23125 - Cable Splicer	22.62	
23130 - Carpenter, Maintenance	23.11	
23140 - Carpet Layer	21.91	
23160 - Electrician, Maintenance	31.50	
23181 - Electronics Technician, Maintenance I		20.31
23182 - Electronics Technician, Maintenance II		22.62
23183 - Electronics Technician, Maintenance III		24.48
23260 - Fabric Worker	19.84	
23290 - Fire Alarm System Mechanic	22.62	
23310 - Fire Extinguisher Repairer	18.97	
23340 - Fuel Distribution System Mechanic	23.88	
23370 - General Maintenance Worker	20.33	
23400 - Heating, Refrigeration and Air Conditioning Mechanic		22.62
23430 - Heavy Equipment Mechanic	24.44	
23440 - Heavy Equipment Operator	22.22	
23460 - Instrument Mechanic	22.62	
23470 - Laborer	13.04	
23500 - Locksmith	21.85	
23530 - Machinery Maintenance Mechanic		21.75

23550 - Machinist, Maintenance	20.67
23580 - Maintenance Trades Helper	18.28
23640 - Millwright	22.62
23700 - Office Appliance Repairer	21.85
23740 - Painter, Aircraft	21.81
23760 - Painter, Maintenance	21.01
23790 - Pipefitter, Maintenance	25.57
23800 - Plumber, Maintenance	23.98
23820 - Pneudraulic Systems Mechanic	22.62
23850 - Rigger	22.62
23870 - Scale Mechanic	20.97
23890 - Sheet-Metal Worker, Maintenance	22.62
23910 - Small Engine Mechanic	22.41
23930 - Telecommunication Mechanic I	23.32
23931 - Telecommunication Mechanic II	24.04
23950 - Telephone Lineman	23.32
23960 - Welder, Combination, Maintenance	22.58
23965 - Well Driller	26.62
23970 - Woodcraft Worker	22.62
23980 - Woodworker	18.97
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	9.23
24580 - Child Care Center Clerk	10.45
24600 - Chore Aid	10.13
24630 - Homemaker	16.27
25000 - Plant and System Operation Occupations	
25010 - Boiler Tender	22.62
25040 - Sewage Plant Operator	22.96
25070 - Stationary Engineer	22.62
25190 - Ventilation Equipment Tender	18.29
25210 - Water Treatment Plant Operator	22.96
27000 - Protective Service Occupations	
(not set) - Police Officer	26.14
27004 - Alarm Monitor	17.82
27006 - Corrections Officer	22.78
27010 - Court Security Officer	25.57
27040 - Detention Officer	23.51
27070 - Firefighter	25.24
27101 - Guard I	10.63
27102 - Guard II	18.63
28000 - Stevedoring/Longshoremen Occupations	
28010 - Blocker and Bracer	20.79
28020 - Hatch Tender	20.79
28030 - Line Handler	20.79
28040 - Stevedore I	20.25
28050 - Stevedore II	21.68

29000 - Technical Occupations		
21150 - Graphic Artist	19.30	
29010 - Air Traffic Control Specialist, Center (2)		32.84
29011 - Air Traffic Control Specialist, Station (2)		22.64
29012 - Air Traffic Control Specialist, Terminal (2)		24.95
29023 - Archeological Technician I		18.90
29024 - Archeological Technician II		21.16
29025 - Archeological Technician III		26.21
29030 - Cartographic Technician		24.40
29035 - Computer Based Training (CBT) Specialist/ Instructor		28.26
29040 - Civil Engineering Technician		22.11
29061 - Drafter I	15.69	
29062 - Drafter II	17.61	
29063 - Drafter III	19.69	
29064 - Drafter IV	24.40	
29081 - Engineering Technician I		14.82
29082 - Engineering Technician II		16.95
29083 - Engineering Technician III		19.75
29084 - Engineering Technician IV		24.45
29085 - Engineering Technician V		29.98
29086 - Engineering Technician VI		36.27
29090 - Environmental Technician		22.78
29100 - Flight Simulator/Instructor (Pilot)		35.02
29160 - Instructor	23.43	
29210 - Laboratory Technician		20.04
29240 - Mathematical Technician		24.40
29361 - Paralegal/Legal Assistant I		17.18
29362 - Paralegal/Legal Assistant II		21.17
29363 - Paralegal/Legal Assistant III		25.89
29364 - Paralegal/Legal Assistant IV		31.28
29390 - Photooptics Technician		24.40
29480 - Technical Writer	24.60	
29491 - Unexploded Ordnance (UXO) Technician I		20.88
29492 - Unexploded Ordnance (UXO) Technician II		25.26
29493 - Unexploded Ordnance (UXO) Technician III		30.28
29494 - Unexploded (UXO) Safety Escort		20.88
29495 - Unexploded (UXO) Sweep Personnel		20.88
29620 - Weather Observer, Senior (3)		20.33
29621 - Weather Observer, Combined Upper Air and Surface Programs (3)		17.84
29622 - Weather Observer, Upper Air (3)		17.84
31000 - Transportation/ Mobile Equipment Operation Occupations		
31030 - Bus Driver	16.15	
31260 - Parking and Lot Attendant		10.81
31290 - Shuttle Bus Driver		14.27
31300 - Taxi Driver	10.85	
31361 - Truckdriver, Light Truck		14.27

31362 - Truckdriver, Medium Truck	18.07	
31363 - Truckdriver, Heavy Truck	17.40	
31364 - Truckdriver, Tractor-Trailer	17.40	
99000 - Miscellaneous Occupations		
99020 - Animal Caretaker	10.90	
99030 - Cashier	11.12	
99041 - Carnival Equipment Operator	10.47	
99042 - Carnival Equipment Repairer	10.88	
99043 - Carnival Worker	9.21	
99050 - Desk Clerk	11.28	
99095 - Embalmer	20.88	
99300 - Lifeguard	10.97	
99310 - Mortician	22.13	
99350 - Park Attendant (Aide)	13.78	
99400 - Photofinishing Worker (Photo Lab Tech., Darkroom Tech)		10.97
99500 - Recreation Specialist	15.61	
99510 - Recycling Worker	16.03	
99610 - Sales Clerk	12.29	
99620 - School Crossing Guard (Crosswalk Attendant)		14.10
99630 - Sport Official	11.04	
99658 - Survey Party Chief (Chief of Party)	22.26	
99659 - Surveying Technician (Instr. Person/Surveyor Asst./Instr.)		16.52
99660 - Surveying Aide	12.05	
99690 - Swimming Pool Operator	17.07	
99720 - Vending Machine Attendant	15.33	
99730 - Vending Machine Repairer	17.05	
99740 - Vending Machine Repairer Helper	15.33	

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The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

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Under the policy and guidance contained in All Agency Memorandum No. 159, the Wage and Hour Division does not recognize, for section 4(c) purposes, prospective wage rates and fringe benefit provisions that are effective only upon such contingencies as "approval of Wage and Hour, issuance of a wage determination, incorporation of the wage determination in the contract, adjusting the contract price, etc." (The relevant CBA section) in the collective bargaining agreement between (the parties) contains contingency language that Wage and Hour does not recognize as reflecting "arm's length negotiation" under section 4(c) of the Act and 29 C.F.R. 5.11(a) of the regulations. This wage determination therefore reflects the actual CBA wage rates and fringe benefits paid under the predecessor contract.

Source of Occupational Title and Descriptions:

The duties of employees under job titles listed are those described in the

"Service Contract Act Directory of Occupations," Fourth Edition, January 1993, as amended by the Third Supplement, dated March 1997, unless otherwise indicated. This publication may be obtained from the Superintendent of Documents, at 202-783-3238, or by writing to the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. Copies of specific job descriptions may also be obtained from the appropriate contracting officer.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor,

for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).

4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.

5) The contracting officer transmits the Wage and Hour decision to the contractor.

6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

94-2563 WA,SEATTLE

WAGE DETERMINATION NO: 94-2563 REV (28) AREA: WA,SEATTLE

HEALTH AND WELFARE LEVEL - INSURANCE ONLY \*\*OTHER WELFARE LEVEL  
WD:94-2564

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REGISTER OF WAGE DETERMINATIONS UNDER | U.S. DEPARTMENT OF  
LABOR

THE SERVICE CONTRACT ACT | EMPLOYMENT STANDARDS  
ADMINISTRATION

By direction of the Secretary of Labor | WAGE AND HOUR DIVISION  
WASHINGTON D.C. 20210

William W. Gross Division of | Revision No.: 28  
Director Wage Determinations| Date Of Revision: 05/23/2005

State: Washington

Area: Washington Counties of King, Snohomish, Whatcom

\*\*Fringe Benefits Required Follow the Occupational Listing\*\*

OCCUPATION CODE - TITLE MINIMUM WAGE RATE

01000 - Administrative Support and Clerical Occupations	
01011 - Accounting Clerk I	11.92
01012 - Accounting Clerk II	13.23
01013 - Accounting Clerk III	15.44
01014 - Accounting Clerk IV	17.28
01030 - Court Reporter	16.18
01050 - Dispatcher, Motor Vehicle	17.90
01060 - Document Preparation Clerk	13.20
01070 - Messenger (Courier)	11.90
01090 - Duplicating Machine Operator	13.12
01110 - Film/Tape Librarian	13.09
01115 - General Clerk I	10.34
01116 - General Clerk II	11.53
01117 - General Clerk III	14.80

01118 - General Clerk IV	16.82
01120 - Housing Referral Assistant	17.89
01131 - Key Entry Operator I	12.58
01132 - Key Entry Operator II	15.36
01191 - Order Clerk I	12.55
01192 - Order Clerk II	16.10
01261 - Personnel Assistant (Employment) I	13.21
01262 - Personnel Assistant (Employment) II	14.66
01263 - Personnel Assistant (Employment) III	16.20
01264 - Personnel Assistant (Employment) IV	18.61
01270 - Production Control Clerk	18.66
01290 - Rental Clerk	13.33
01300 - Scheduler, Maintenance	15.66
01311 - Secretary I	14.97
01312 - Secretary II	15.92
01313 - Secretary III	17.77
01314 - Secretary IV	21.44
01315 - Secretary V	24.91
01320 - Service Order Dispatcher	15.66
01341 - Stenographer I	13.61
01342 - Stenographer II	15.66
01400 - Supply Technician	21.03
01420 - Survey Worker (Interviewer)	15.58
01460 - Switchboard Operator-Receptionist	12.38
01510 - Test Examiner	16.18
01520 - Test Proctor	16.18
01531 - Travel Clerk I	12.28
01532 - Travel Clerk II	13.20
01533 - Travel Clerk III	14.12
01611 - Word Processor I	13.46
01612 - Word Processor II	15.66
01613 - Word Processor III	18.65
03000 - Automatic Data Processing Occupations	
03010 - Computer Data Librarian	15.66
03041 - Computer Operator I	15.66
03042 - Computer Operator II	16.73
03043 - Computer Operator III	19.24
03044 - Computer Operator IV	21.87
03045 - Computer Operator V	24.27
03071 - Computer Programmer I (1)	16.86
03072 - Computer Programmer II (1)	20.89
03073 - Computer Programmer III (1)	27.62
03074 - Computer Programmer IV (1)	27.62
03101 - Computer Systems Analyst I (1)	27.62
03102 - Computer Systems Analyst II (1)	27.62
03103 - Computer Systems Analyst III (1)	27.62

03160 - Peripheral Equipment Operator	16.59
05000 - Automotive Service Occupations	
05005 - Automotive Body Repairer, Fiberglass	21.30
05010 - Automotive Glass Installer	20.34
05040 - Automotive Worker	20.34
05070 - Electrician, Automotive	21.01
05100 - Mobile Equipment Servicer	18.98
05130 - Motor Equipment Metal Mechanic	21.73
05160 - Motor Equipment Metal Worker	20.34
05190 - Motor Vehicle Mechanic	21.69
05220 - Motor Vehicle Mechanic Helper	18.29
05250 - Motor Vehicle Upholstery Worker	19.67
05280 - Motor Vehicle Wrecker	20.34
05310 - Painter, Automotive	21.01
05340 - Radiator Repair Specialist	20.34
05370 - Tire Repairer	16.61
05400 - Transmission Repair Specialist	21.73
07000 - Food Preparation and Service Occupations	
(not set) - Food Service Worker	9.70
07010 - Baker	13.92
07041 - Cook I	11.74
07042 - Cook II	12.83
07070 - Dishwasher	9.59
07130 - Meat Cutter	18.25
07250 - Waiter/Waitress	11.91
09000 - Furniture Maintenance and Repair Occupations	
09010 - Electrostatic Spray Painter	21.06
09040 - Furniture Handler	16.94
09070 - Furniture Refinisher	21.06
09100 - Furniture Refinisher Helper	18.25
09110 - Furniture Repairer, Minor	19.54
09130 - Upholsterer	21.06
11030 - General Services and Support Occupations	
11030 - Cleaner, Vehicles	11.36
11060 - Elevator Operator	10.92
11090 - Gardener	14.37
11121 - House Keeping Aid I	9.57
11122 - House Keeping Aid II	10.92
11150 - Janitor	11.69
11210 - Laborer, Grounds Maintenance	13.01
11240 - Maid or Houseman	9.57
11270 - Pest Controller	15.16
11300 - Refuse Collector	14.37
11330 - Tractor Operator	13.50
11360 - Window Cleaner	12.32
12000 - Health Occupations	

12020 - Dental Assistant	16.74	
12040 - Emergency Medical Technician (EMT)/Paramedic/Ambulance Driver	18.11	
12071 - Licensed Practical Nurse I	14.93	
12072 - Licensed Practical Nurse II	16.77	
12073 - Licensed Practical Nurse III	18.77	
12100 - Medical Assistant	13.30	
12130 - Medical Laboratory Technician	15.73	
12160 - Medical Record Clerk	16.10	
12190 - Medical Record Technician	17.63	
12221 - Nursing Assistant I	9.66	
12222 - Nursing Assistant II	10.72	
12223 - Nursing Assistant III	11.85	
12224 - Nursing Assistant IV	14.10	
12250 - Pharmacy Technician	15.97	
12280 - Phlebotomist	14.10	
12311 - Registered Nurse I	24.56	
12312 - Registered Nurse II	29.96	
12313 - Registered Nurse II, Specialist	29.96	
12314 - Registered Nurse III	35.61	
12315 - Registered Nurse III, Anesthetist	35.61	
12316 - Registered Nurse IV	39.92	
13000 - Information and Arts Occupations		
13002 - Audiovisual Librarian	16.18	
13011 - Exhibits Specialist I	19.81	
13012 - Exhibits Specialist II	22.58	
13013 - Exhibits Specialist III	27.78	
13041 - Illustrator I	19.68	
13042 - Illustrator II	22.44	
13043 - Illustrator III	27.61	
13047 - Librarian	25.37	
13050 - Library Technician	16.06	
13071 - Photographer I	16.01	
13072 - Photographer II	20.51	
13073 - Photographer III	22.58	
13074 - Photographer IV	27.78	
13075 - Photographer V	34.14	
15000 - Laundry, Dry Cleaning, Pressing and Related Occupations		
15010 - Assembler	9.02	
15030 - Counter Attendant	9.02	
15040 - Dry Cleaner	11.38	
15070 - Finisher, Flatwork, Machine	9.021	
15090 - Presser, Hand	6.02	
15100 - Presser, Machine, Drycleaning	9.02	
15130 - Presser, Machine, Shirts	9.02	
15160 - Presser, Machine, Wearing Apparel, Laundry		9.02
15190 - Sewing Machine Operator	12.18	



15220 - Tailor	19.98	
15250 - Washer, Machine	9.81	
19000 - Machine Tool Operation and Repair Occupations		
19010 - Machine-Tool Operator (Toolroom)		21.09
19040 - Tool and Die Maker	23.67	
21000 - Material Handling and Packing Occupations		
21010 - Fuel Distribution System Operator		19.82
21020 - Material Coordinator	18.19	
21030 - Material Expediter	18.12	
21040 - Material Handling Laborer	15.41	
21050 - Order Filler	12.19	
21071 - Forklift Operator	18.06	
21080 - Production Line Worker (Food Processing)		18.06
21100 - Shipping/Receiving Clerk	15.76	
21130 - Shipping Packer	15.76	
21140 - Store Worker I	13.41	
21150 - Stock Clerk (Shelf Stocker; Store Worker II)		17.05
21210 - Tools and Parts Attendant	18.57	
21400 - Warehouse Specialist	18.06	
23000 - Mechanics and Maintenance and Repair Occupations		
23010 - Aircraft Mechanic	22.71	
23040 - Aircraft Mechanic Helper	18.64	
23050 - Aircraft Quality Control Inspector	27.53	
23060 - Aircraft Servicer	19.90	
23070 - Aircraft Worker	21.03	
23100 - Appliance Mechanic	21.06	
23120 - Bicycle Repairer	18.25	
23125 - Cable Splicer	27.27	
23130 - Carpenter, Maintenance	24.72	
23140 - Carpet Layer	24.29	
23160 - Electrician, Maintenance	31.22	
23181 - Electronics Technician, Maintenance I		22.01
23182 - Electronics Technician, Maintenance II		23.72
23183 - Electronics Technician, Maintenance III		27.85
23260 - Fabric Worker	19.84	
23290 - Fire Alarm System Mechanic	21.71	
23310 - Fire Extinguisher Repairer	18.98	
23340 - Fuel Distribution System Mechanic	23.03	
23370 - General Maintenance Worker	17.86	
23400 - Heating, Refrigeration and Air Conditioning Mechanic		24.63
23430 - Heavy Equipment Mechanic	22.62	
23440 - Heavy Equipment Operator	25.60	
23460 - Instrument Mechanic	22.80	
23470 - Laborer	12.08	
23500 - Locksmith	20.96	
23530 - Machinery Maintenance Mechanic		21.75

23550 - Machinist, Maintenance	20.97
23580 - Maintenance Trades Helper	17.93
23640 - Millwright	24.46
23700 - Office Appliance Repairer	22.20
23740 - Painter, Aircraft	22.63
23760 - Painter, Maintenance	21.06
23790 - Pipefitter, Maintenance	28.79
23800 - Plumber, Maintenance	26.79
23820 - Pneudraulic Systems Mechanic	22.80
23850 - Rigger	21.71
23870 - Scale Mechanic	21.11
23890 - Sheet-Metal Worker, Maintenance	23.77
23910 - Small Engine Mechanic	20.41
23930 - Telecommunication Mechanic I	22.58
23931 - Telecommunication Mechanic II	23.22
23950 - Telephone Lineman	22.58
23960 - Welder, Combination, Maintenance	21.71
23965 - Well Driller	22.80
23970 - Woodcraft Worker	22.62
23980 - Woodworker	18.89
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	9.23
24580 - Child Care Center Clerk	11.51
24600 - Chore Aid	9.96
24630 - Homemaker	16.15
25000 - Plant and System Operation Occupations	
25010 - Boiler Tender	24.25
25040 - Sewage Plant Operator	24.00
25070 - Stationary Engineer	24.25
25190 - Ventilation Equipment Tender	18.82
25210 - Water Treatment Plant Operator	24.00
27000 - Protective Service Occupations	
(not set) - Police Officer	26.14
27004 - Alarm Monitor	19.25
27006 - Corrections Officer	22.62
27010 - Court Security Officer	25.57
27040 - Detention Officer	23.51
27070 - Firefighter	25.24
27101 - Guard I	10.63
27102 - Guard II	18.63
28000 - Stevedoring/Longshoremen Occupations	
28010 - Blocker and Bracer	20.84
28020 - Hatch Tender	20.84
28030 - Line Handler	20.84
28040 - Stevedore I	18.49
28050 - Stevedore II	21.74

29000 - Technical Occupations		
21150 - Graphic Artist	23.86	
29010 - Air Traffic Control Specialist, Center (2)		32.84
29011 - Air Traffic Control Specialist, Station (2)		22.64
29012 - Air Traffic Control Specialist, Terminal (2)		24.95
29023 - Archeological Technician I	17.61	
29024 - Archeological Technician II	19.69	
29025 - Archeological Technician III	24.40	
29030 - Cartographic Technician	24.40	
29035 - Computer Based Training (CBT) Specialist/ Instructor		28.32
29040 - Civil Engineering Technician	24.46	
29061 - Drafter I	15.69	
29062 - Drafter II	17.61	
29063 - Drafter III	20.19	
29064 - Drafter IV	24.40	
29081 - Engineering Technician I	15.75	
29082 - Engineering Technician II	17.68	
29083 - Engineering Technician III	19.95	
29084 - Engineering Technician IV	24.62	
29085 - Engineering Technician V	29.98	
29086 - Engineering Technician VI	36.27	
29090 - Environmental Technician	21.72	
29100 - Flight Simulator/Instructor (Pilot)	35.02	
29160 - Instructor	25.77	
29210 - Laboratory Technician	21.18	
29240 - Mathematical Technician	24.40	
29361 - Paralegal/Legal Assistant I	19.04	
29362 - Paralegal/Legal Assistant II	23.51	
29363 - Paralegal/Legal Assistant III	25.94	
29364 - Paralegal/Legal Assistant IV	34.75	
29390 - Photooptics Technician	24.40	
29480 - Technical Writer	29.98	
29491 - Unexploded Ordnance (UXO) Technician I		20.88
29492 - Unexploded Ordnance (UXO) Technician II		25.26
29493 - Unexploded Ordnance (UXO) Technician III		30.28
29494 - Unexploded (UXO) Safety Escort		20.88
29495 - Unexploded (UXO) Sweep Personnel		20.88
29620 - Weather Observer, Senior (3)	20.86	
29621 - Weather Observer, Combined Upper Air and Surface Programs (3)		18.32
29622 - Weather Observer, Upper Air (3)	18.32	
31000 - Transportation/ Mobile Equipment Operation Occupations		
31030 - Bus Driver	16.95	
31260 - Parking and Lot Attendant		10.06
31290 - Shuttle Bus Driver	13.66	
31300 - Taxi Driver	10.74	
31361 - Truckdriver, Light Truck	13.66	

31362 - Truckdriver, Medium Truck	19.58	
31363 - Truckdriver, Heavy Truck	18.28	
31364 - Truckdriver, Tractor-Trailer	18.28	
99000 - Miscellaneous Occupations		
99020 - Animal Caretaker	10.90	
99030 - Cashier	11.54	
99041 - Carnival Equipment Operator	11.62	
99042 - Carnival Equipment Repairer	12.07	
99043 - Carnival Worker	10.26	
99050 - Desk Clerk	10.81	
99095 - Embalmer	22.09	
99300 - Lifeguard	10.97	
99310 - Mortician	22.27	
99350 - Park Attendant (Aide)	13.78	
99400 - Photofinishing Worker (Photo Lab Tech., Darkroom Tech)		12.87
99500 - Recreation Specialist	14.96	
99510 - Recycling Worker	15.53	
99610 - Sales Clerk	12.04	
99620 - School Crossing Guard (Crosswalk Attendant)		13.53
99630 - Sport Official	10.97	
99658 - Survey Party Chief (Chief of Party)	24.57	
99659 - Surveying Technician (Instr. Person/Surveyor Asst./Instr.)		19.31
99660 - Surveying Aide	12.87	
99690 - Swimming Pool Operator	18.42	
99720 - Vending Machine Attendant	17.56	
99730 - Vending Machine Repairer	17.65	
99740 - Vending Machine Repairer Helper	17.56	

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ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$2.87 an hour or \$114.80 a week or \$497.47 a month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in

accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE PARENTHESES AFTER THEM RECEIVE THE FOLLOWING BENEFITS (as numbered):

1) Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See CFR 4.156)

2) APPLICABLE TO AIR TRAFFIC CONTROLLERS ONLY - NIGHT DIFFERENTIAL:  
An employee is entitled to pay for all work performed between the hours of 6:00 P.M. and 6:00 A.M. at the rate of basic pay plus a night pay differential amounting to 10 percent of the rate of basic pay.

3) WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials

are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**\*\* UNIFORM ALLOWANCE \*\***

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

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REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

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for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).

4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.

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94-2565 WA,SPOKANE

WAGE DETERMINATION NO: 94-2565 REV (23) AREA: WA,SPOKANE

HEALTH AND WELFARE LEVEL - INSURANCE ONLY \*\*OTHER WELFARE LEVEL  
WD:94-2566

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REGISTER OF WAGE DETERMINATIONS UNDER | U.S. DEPARTMENT OF  
LABOR

THE SERVICE CONTRACT ACT | EMPLOYMENT STANDARDS  
ADMINISTRATION

By direction of the Secretary of Labor | WAGE AND HOUR DIVISION  
WASHINGTON D.C. 20210

William W.Gross Division of | Wage Determination No.: 1994-2565  
Director Wage Determinations| Revision No.: 23  
Date Of Revision: 06/17/2005

State: Washington

Area: Washington Counties of Adams, Asotin, Chelan, Columbia, Douglas, Ferry,  
Garfield, Grant, Kittitas, Lincoln, Okanogan, Pend Oreille, Spokane, Stevens,  
Whitman

\*\*Fringe Benefits Required Follow the Occupational Listing\*\*

OCCUPATION CODE - TITLE	MINIMUM WAGE RATE
01000 - Administrative Support and Clerical Occupations	
01011 - Accounting Clerk I	10.17
01012 - Accounting Clerk II	11.43
01013 - Accounting Clerk III	13.39
01014 - Accounting Clerk IV	15.36
01030 - Court Reporter	15.36
01050 - Dispatcher, Motor Vehicle	14.99
01060 - Document Preparation Clerk	12.91
01070 - Messenger (Courier)	10.52
01090 - Duplicating Machine Operator	12.91
01110 - Film/Tape Librarian	12.22
01115 - General Clerk I	8.60

01116 - General Clerk II	9.69
01117 - General Clerk III	11.96
01118 - General Clerk IV	13.43
01120 - Housing Referral Assistant	17.12
01131 - Key Entry Operator I	10.76
01132 - Key Entry Operator II	13.15
01191 - Order Clerk I	10.71
01192 - Order Clerk II	11.98
01261 - Personnel Assistant (Employment) I	11.87
01262 - Personnel Assistant (Employment) II	13.34
01263 - Personnel Assistant (Employment) III	14.85
01264 - Personnel Assistant (Employment) IV	17.22
01270 - Production Control Clerk	16.77
01290 - Rental Clerk	10.26
01300 - Scheduler, Maintenance	13.74
01311 - Secretary I	13.74
01312 - Secretary II	15.36
01313 - Secretary III	17.12
01314 - Secretary IV	20.51
01315 - Secretary V	22.05
01320 - Service Order Dispatcher	16.84
01341 - Stenographer I	12.25
01342 - Stenographer II	13.77
01400 - Supply Technician	20.51
01420 - Survey Worker (Interviewer)	10.63
01460 - Switchboard Operator-Receptionist	10.47
01510 - Test Examiner	15.36
01520 - Test Proctor	15.36
01531 - Travel Clerk I	10.88
01532 - Travel Clerk II	11.45
01533 - Travel Clerk III	12.24
01611 - Word Processor I	11.66
01612 - Word Processor II	13.09
01613 - Word Processor III	14.62
03000 - Automatic Data Processing Occupations	
03010 - Computer Data Librarian	13.23
03041 - Computer Operator I	13.23
03042 - Computer Operator II	14.80
03043 - Computer Operator III	17.71
03044 - Computer Operator IV	19.66
03045 - Computer Operator V	21.79
03071 - Computer Programmer I (1)	18.13
03072 - Computer Programmer II (1)	22.56
03073 - Computer Programmer III (1)	26.56
03074 - Computer Programmer IV (1)	27.62
03101 - Computer Systems Analyst I (1)	26.35

03102 - Computer Systems Analyst II (1)	27.62
03103 - Computer Systems Analyst III (1)	27.62
03160 - Peripheral Equipment Operator	13.23
05000 - Automotive Service Occupations	
05005 - Automotive Body Repairer, Fiberglass	20.84
05010 - Automotive Glass Installer	16.33
05040 - Automotive Worker	16.33
05070 - Electrician, Automotive	17.75
05100 - Mobile Equipment Servicer	15.44
05130 - Motor Equipment Metal Mechanic	17.75
05160 - Motor Equipment Metal Worker	16.33
05190 - Motor Vehicle Mechanic	17.85
05220 - Motor Vehicle Mechanic Helper	14.03
05250 - Motor Vehicle Upholstery Worker	15.44
05280 - Motor Vehicle Wrecker	16.33
05310 - Painter, Automotive	17.03
05340 - Radiator Repair Specialist	16.33
05370 - Tire Repairer	13.22
05400 - Transmission Repair Specialist	17.75
07000 - Food Preparation and Service Occupations	
(not set) - Food Service Worker	9.23
07010 - Baker	11.57
07041 - Cook I	9.99
07042 - Cook II	11.47
07070 - Dishwasher	8.88
07130 - Meat Cutter	15.64
07250 - Waiter/Waitress	8.60
09000 - Furniture Maintenance and Repair Occupations	
09010 - Electrostatic Spray Painter	15.81
09040 - Furniture Handler	12.67
09070 - Furniture Refinisher	15.81
09100 - Furniture Refinisher Helper	13.02
09110 - Furniture Repairer, Minor	14.33
09130 - Upholsterer	15.81
11030 - General Services and Support Occupations	
11030 - Cleaner, Vehicles	9.37
11060 - Elevator Operator	8.98
11090 - Gardener	12.50
11121 - House Keeping Aid I	8.36
11122 - House Keeping Aid II	8.91
11150 - Janitor	10.34
11210 - Laborer, Grounds Maintenance	11.08
11240 - Maid or Houseman	8.36
11270 - Pest Controller	10.54
11300 - Refuse Collector	9.00
11330 - Tractor Operator	11.94

11360 - Window Cleaner	10.83	
12000 - Health Occupations		
12020 - Dental Assistant	17.50	
12040 - Emergency Medical Technician (EMT)/Paramedic/Ambulance Driver	16.00	
12071 - Licensed Practical Nurse I	13.83	
12072 - Licensed Practical Nurse II	15.53	
12073 - Licensed Practical Nurse III	17.37	
12100 - Medical Assistant	12.37	
12130 - Medical Laboratory Technician	14.89	
12160 - Medical Record Clerk	9.86	
12190 - Medical Record Technician	13.66	
12221 - Nursing Assistant I	8.71	
12222 - Nursing Assistant II	9.78	
12223 - Nursing Assistant III	10.68	
12224 - Nursing Assistant IV	11.97	
12250 - Pharmacy Technician	13.78	
12280 - Phlebotomist	12.93	
12311 - Registered Nurse I	18.35	
12312 - Registered Nurse II	22.43	
12313 - Registered Nurse II, Specialist	22.43	
12314 - Registered Nurse III	27.15	
12315 - Registered Nurse III, Anesthetist	27.15	
12316 - Registered Nurse IV	32.53	
13000 - Information and Arts Occupations		
13002 - Audiovisual Librarian	19.76	
13011 - Exhibits Specialist I	15.97	
13012 - Exhibits Specialist II	19.79	
13013 - Exhibits Specialist III	24.19	
13041 - Illustrator I	15.97	
13042 - Illustrator II	19.79	
13043 - Illustrator III	24.19	
13047 - Librarian	23.60	
13050 - Library Technician	13.63	
13071 - Photographer I	14.20	
13072 - Photographer II	15.90	
13073 - Photographer III	18.77	
13074 - Photographer IV	22.88	
13075 - Photographer V	27.78	
15000 - Laundry, Dry Cleaning, Pressing and Related Occupations		
15010 - Assembler	8.22	
15030 - Counter Attendant	8.22	
15040 - Dry Cleaner	10.04	
15070 - Finisher, Flatwork, Machine	8.22	
15090 - Presser, Hand	8.22	
15100 - Presser, Machine, Drycleaning	8.22	
15130 - Presser, Machine, Shirts	8.22	

15160 - Presser, Machine, Wearing Apparel, Laundry	8.22
15190 - Sewing Machine Operator	10.64
15220 - Tailor	11.25
15250 - Washer, Machine	8.83
19000 - Machine Tool Operation and Repair Occupations	
19010 - Machine-Tool Operator (Toolroom)	17.67
19040 - Tool and Die Maker	21.74
21000 - Material Handling and Packing Occupations	
21010 - Fuel Distribution System Operator	17.29
21020 - Material Coordinator	16.77
21030 - Material Expediter	16.77
21040 - Material Handling Laborer	11.50
21050 - Order Filler	12.83
21071 - Forklift Operator	14.75
21080 - Production Line Worker (Food Processing)	14.75
21100 - Shipping/Receiving Clerk	12.55
21130 - Shipping Packer	13.04
21140 - Store Worker I	10.72
21150 - Stock Clerk (Shelf Stocker; Store Worker II)	13.75
21210 - Tools and Parts Attendant	14.77
21400 - Warehouse Specialist	14.77
23000 - Mechanics and Maintenance and Repair Occupations	
23010 - Aircraft Mechanic	20.33
23040 - Aircraft Mechanic Helper	15.84
23050 - Aircraft Quality Control Inspector	21.15
23060 - Aircraft Servicer	17.68
23070 - Aircraft Worker	18.70
23100 - Appliance Mechanic	17.13
23120 - Bicycle Repairer	13.21
23125 - Cable Splicer	18.95
23130 - Carpenter, Maintenance	18.41
23140 - Carpet Layer	17.43
23160 - Electrician, Maintenance	21.33
23181 - Electronics Technician, Maintenance I	20.45
23182 - Electronics Technician, Maintenance II	22.32
23183 - Electronics Technician, Maintenance III	23.33
23260 - Fabric Worker	16.48
23290 - Fire Alarm System Mechanic	19.17
23310 - Fire Extinguisher Repairer	15.73
23340 - Fuel Distribution System Mechanic	19.94
23370 - General Maintenance Worker	15.30
23400 - Heating, Refrigeration and Air Conditioning Mechanic	18.13
23430 - Heavy Equipment Mechanic	19.98
23440 - Heavy Equipment Operator	21.91
23460 - Instrument Mechanic	18.95
23470 - Laborer	10.35

23500 - Locksmith	18.18	
23530 - Machinery Maintenance Mechanic		18.68
23550 - Machinist, Maintenance	16.48	
23580 - Maintenance Trades Helper	13.02	
23640 - Millwright	18.23	
23700 - Office Appliance Repairer	18.53	
23740 - Painter, Aircraft	17.53	
23760 - Painter, Maintenance	15.81	
23790 - Pipefitter, Maintenance	23.58	
23800 - Plumber, Maintenance	21.52	
23820 - Pneudraulic Systems Mechanic		19.17
23850 - Rigger	18.95	
23870 - Scale Mechanic	17.62	
23890 - Sheet-Metal Worker, Maintenance		16.54
23910 - Small Engine Mechanic	15.16	
23930 - Telecommunication Mechanic I	19.94	
23931 - Telecommunication Mechanic II	20.74	
23950 - Telephone Lineman	19.94	
23960 - Welder, Combination, Maintenance		16.48
23965 - Well Driller	16.48	
23970 - Woodcraft Worker	20.70	
23980 - Woodworker	15.73	
24000 - Personal Needs Occupations		
24570 - Child Care Attendant	9.01	
24580 - Child Care Center Clerk	12.18	
24600 - Chore Aid	9.31	
24630 - Homemaker	15.72	
25000 - Plant and System Operation Occupations		
25010 - Boiler Tender	19.23	
25040 - Sewage Plant Operator	20.04	
25070 - Stationary Engineer	19.23	
25190 - Ventilation Equipment Tender	14.77	
25210 - Water Treatment Plant Operator	20.04	
27000 - Protective Service Occupations		
(not set) - Police Officer	25.06	
27004 - Alarm Monitor	15.20	
27006 - Corrections Officer	22.19	
27010 - Court Security Officer	23.18	
27040 - Detention Officer	22.19	
27070 - Firefighter	20.01	
27101 - Guard I	11.04	
27102 - Guard II	15.88	
28000 - Stevedoring/Longshoremen Occupations		
28010 - Blocker and Bracer	17.71	
28020 - Hatch Tender	17.71	
28030 - Line Handler	17.71	

28040 - Stevedore I	17.39	
28050 - Stevedore II	19.78	
29000 - Technical Occupations		
21150 - Graphic Artist	20.78	
29010 - Air Traffic Control Specialist, Center (2)	31.49	
29011 - Air Traffic Control Specialist, Station (2)	21.71	
29012 - Air Traffic Control Specialist, Terminal (2)	23.92	
29023 - Archeological Technician I	15.31	
29024 - Archeological Technician II	17.09	
29025 - Archeological Technician III	21.11	
29030 - Cartographic Technician	21.11	
29035 - Computer Based Training (CBT) Specialist/ Instructor	26.35	
29040 - Civil Engineering Technician	19.61	
29061 - Drafter I	13.57	
29062 - Drafter II	15.24	
29063 - Drafter III	17.05	
29064 - Drafter IV	21.11	
29081 - Engineering Technician I	12.45	
29082 - Engineering Technician II	13.90	
29083 - Engineering Technician III	15.61	
29084 - Engineering Technician IV	19.36	
29085 - Engineering Technician V	23.60	
29086 - Engineering Technician VI	28.65	
29090 - Environmental Technician	21.11	
29100 - Flight Simulator/Instructor (Pilot)	28.40	
29160 - Instructor	20.20	
29210 - Laboratory Technician	18.30	
29240 - Mathematical Technician	20.85	
29361 - Paralegal/Legal Assistant I	15.13	
29362 - Paralegal/Legal Assistant II	19.11	
29363 - Paralegal/Legal Assistant III	23.39	
29364 - Paralegal/Legal Assistant IV	28.30	
29390 - Photooptics Technician	20.34	
29480 - Technical Writer	23.04	
29491 - Unexploded Ordnance (UXO) Technician I	20.02	
29492 - Unexploded Ordnance (UXO) Technician II	24.22	
29493 - Unexploded Ordnance (UXO) Technician III	29.03	
29494 - Unexploded (UXO) Safety Escort	20.02	
29495 - Unexploded (UXO) Sweep Personnel	20.02	
29620 - Weather Observer, Senior (3)	18.75	
29621 - Weather Observer, Combined Upper Air and Surface Programs (3)	16.88	
29622 - Weather Observer, Upper Air (3)	16.88	
31000 - Transportation/ Mobile Equipment Operation Occupations		
31030 - Bus Driver	16.43	
31260 - Parking and Lot Attendant	8.20	
31290 - Shuttle Bus Driver	11.02	

31300 - Taxi Driver	11.44	
31361 - Truckdriver, Light Truck	11.02	
31362 - Truckdriver, Medium Truck	17.52	
31363 - Truckdriver, Heavy Truck	16.95	
31364 - Truckdriver, Tractor-Trailer	16.95	
99000 - Miscellaneous Occupations		
99020 - Animal Caretaker	8.55	
99030 - Cashier	9.72	
99041 - Carnival Equipment Operator	9.97	
99042 - Carnival Equipment Repairer	10.49	
99043 - Carnival Worker	9.31	
99050 - Desk Clerk	9.01	
99095 - Embalmer	20.02	
99300 - Lifeguard	10.52	
99310 - Mortician	20.02	
99350 - Park Attendant (Aide)	13.21	
99400 - Photofinishing Worker (Photo Lab Tech., Darkroom Tech)		11.54
99500 - Recreation Specialist	13.73	
99510 - Recycling Worker	10.34	
99610 - Sales Clerk	12.54	
99620 - School Crossing Guard (Crosswalk Attendant)		11.71
99630 - Sport Official	10.52	
99658 - Survey Party Chief (Chief of Party)	19.47	
99659 - Surveying Technician (Instr. Person/Surveyor Asst./Instr.)		14.89
99660 - Surveying Aide	10.88	
99690 - Swimming Pool Operator	10.98	
99720 - Vending Machine Attendant	11.45	
99730 - Vending Machine Repairer	13.15	
99740 - Vending Machine Repairer Helper	11.45	

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ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$2.87 an hour or \$114.80 a week or \$497.47 a month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day,



Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE PARENTHESES AFTER THEM RECEIVE THE FOLLOWING BENEFITS (as numbered):

1) Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See CFR 4.156)

2) APPLICABLE TO AIR TRAFFIC CONTROLLERS ONLY - NIGHT DIFFERENTIAL:

An employee is entitled to pay for all work performed between the hours of 6:00 P.M. and 6:00 A.M. at the rate of basic pay plus a night pay differential amounting to 10 percent of the rate of basic pay.

3) WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees

employed in a position that represents a high degree of hazard when working with or in close proximity to ordinance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All

operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**\*\* UNIFORM ALLOWANCE \*\***

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

**\*\* NOTES APPLYING TO THIS WAGE DETERMINATION \*\***

Under the policy and guidance contained in All Agency Memorandum No. 159, the Wage and Hour Division does not recognize, for section 4(c) purposes, prospective wage rates and fringe benefit provisions that are effective only upon such contingencies as "approval of Wage and Hour, issuance of a wage determination, incorporation of the wage determination in the contract, adjusting the contract price, etc." (The relevant CBA section) in the collective bargaining agreement between (the parties) contains contingency language that Wage and Hour does not recognize as reflecting "arm's length negotiation" under section 4(c) of the Act and 29 C.F.R. 5.11(a) of the regulations. This wage determination therefore reflects the actual CBA wage rates and fringe benefits paid under the predecessor contract.

Source of Occupational Title and Descriptions:

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations," Fourth Edition, January 1993, as amended by the Third Supplement, dated March 1997, unless otherwise indicated. This publication may be obtained from the Superintendent of Documents, at 202-783-3238, or by writing to the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. Copies of specific job descriptions may also be obtained from the appropriate contracting officer.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE  
RATE {Standard Form  
1444 (SF 1444)}

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation) and computes a proposed rate).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title), a Federal grade equivalency (FGE) for each proposed classification), job description), and rationale for proposed wage rate), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent

information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).

4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.

5) The contracting officer transmits the Wage and Hour decision to the contractor.

6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

94-2567 WA,TACOMA

WAGE DETERMINATION NO: 94-2567 REV (29) AREA: WA,TACOMA

HEALTH AND WELFARE LEVEL - INSURANCE ONLY \*\*OTHER WELFARE LEVEL  
WD:94-2568

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THE SERVICE CONTRACT ACT | EMPLOYMENT STANDARDS  
ADMINISTRATION

By direction of the Secretary of Labor | WAGE AND HOUR DIVISION  
WASHINGTON D.C. 20210

William W.Gross Division of | Revision No.: 29  
Director Wage Determinations| Date Of Revision: 05/23/2005

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Area: Washington Counties of Lewis, Pierce, Thurston

\*\*Fringe Benefits Required Follow the Occupational Listing\*\*

OCCUPATION CODE - TITLE MINIMUM WAGE RATE

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01011 - Accounting Clerk I	11.92
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(not set) - Food Service Worker	9.70
07010 - Baker	14.00
07041 - Cook I	11.74
07042 - Cook II	12.83
07070 - Dishwasher	9.59
07130 - Meat Cutter	18.28
07250 - Waiter/Waitress	9.27
09000 - Furniture Maintenance and Repair Occupations	
09010 - Electrostatic Spray Painter	17.45
09040 - Furniture Handler	15.33
09070 - Furniture Refinisher	17.45
09100 - Furniture Refinisher Helper	15.33
09110 - Furniture Repairer, Minor	16.37
09130 - Upholsterer	18.05
11030 - General Services and Support Occupations	
11030 - Cleaner, Vehicles	11.31
11060 - Elevator Operator	10.92
11090 - Gardener	14.37
11121 - House Keeping Aid I	9.57
11122 - House Keeping Aid II	10.92
11150 - Janitor	11.69
11210 - Laborer, Grounds Maintenance	13.16
11240 - Maid or Houseman	9.57
11270 - Pest Controller	17.30
11300 - Refuse Collector	14.97
11330 - Tractor Operator	14.41
11360 - Window Cleaner	12.32
12000 - Health Occupations	

12020 - Dental Assistant	14.46	
12040 - Emergency Medical Technician (EMT)/Paramedic/Ambulance Driver	19.33	
12071 - Licensed Practical Nurse I	14.97	
12072 - Licensed Practical Nurse II	16.78	
12073 - Licensed Practical Nurse III	18.77	
12100 - Medical Assistant	13.46	
12130 - Medical Laboratory Technician	16.02	
12160 - Medical Record Clerk	16.10	
12190 - Medical Record Technician	17.63	
12221 - Nursing Assistant I	9.66	
12222 - Nursing Assistant II	10.72	
12223 - Nursing Assistant III	11.85	
12224 - Nursing Assistant IV	14.10	
12250 - Pharmacy Technician	15.22	
12280 - Phlebotomist	14.53	
12311 - Registered Nurse I	22.29	
12312 - Registered Nurse II	27.51	
12313 - Registered Nurse II, Specialist	27.51	
12314 - Registered Nurse III	33.23	
12315 - Registered Nurse III, Anesthetist	33.23	
12316 - Registered Nurse IV	39.92	
13000 - Information and Arts Occupations		
13002 - Audiovisual Librarian	21.67	
13011 - Exhibits Specialist I	17.58	
13012 - Exhibits Specialist II	21.67	
13013 - Exhibits Specialist III	26.50	
13041 - Illustrator I	17.65	
13042 - Illustrator II	21.80	
13043 - Illustrator III	26.70	
13047 - Librarian	23.99	
13050 - Library Technician	14.02	
13071 - Photographer I	17.23	
13072 - Photographer II	19.32	
13073 - Photographer III	23.83	
13074 - Photographer IV	29.15	
13075 - Photographer V	35.39	
15000 - Laundry, Dry Cleaning, Pressing and Related Occupations		
15010 - Assembler	8.75	
15030 - Counter Attendant	8.75	
15040 - Dry Cleaner	11.00	
15070 - Finisher, Flatwork, Machine	8.75	
15090 - Presser, Hand	8.75	
15100 - Presser, Machine, Drycleaning	8.75	
15130 - Presser, Machine, Shirts	8.75	
15160 - Presser, Machine, Wearing Apparel, Laundry	8.75	
15190 - Sewing Machine Operator	11.72	



15220 - Tailor	12.42	
15250 - Washer, Machine	9.50	
19000 - Machine Tool Operation and Repair Occupations		
19010 - Machine-Tool Operator (Toolroom)		21.88
19040 - Tool and Die Maker	25.19	
21000 - Material Handling and Packing Occupations		
21010 - Fuel Distribution System Operator		22.09
21020 - Material Coordinator	17.59	
21030 - Material Expediter	17.59	
21040 - Material Handling Laborer	15.41	
21050 - Order Filler	12.87	
21071 - Forklift Operator	18.06	
21080 - Production Line Worker (Food Processing)		17.95
21100 - Shipping/Receiving Clerk	15.70	
21130 - Shipping Packer	15.70	
21140 - Store Worker I	13.51	
21150 - Stock Clerk (Shelf Stocker; Store Worker II)		17.05
21210 - Tools and Parts Attendant	18.06	
21400 - Warehouse Specialist	17.95	
23000 - Mechanics and Maintenance and Repair Occupations		
23010 - Aircraft Mechanic	22.71	
23040 - Aircraft Mechanic Helper	18.64	
23050 - Aircraft Quality Control Inspector	23.42	
23060 - Aircraft Servicer	19.96	
23070 - Aircraft Worker	21.03	
23100 - Appliance Mechanic	21.36	
23120 - Bicycle Repairer	14.81	
23125 - Cable Splicer	27.56	
23130 - Carpenter, Maintenance	23.90	
23140 - Carpet Layer	20.46	
23160 - Electrician, Maintenance	28.34	
23181 - Electronics Technician, Maintenance I		20.74
23182 - Electronics Technician, Maintenance II		23.58
23183 - Electronics Technician, Maintenance III		25.30
23260 - Fabric Worker	18.55	
23290 - Fire Alarm System Mechanic		19.80
23310 - Fire Extinguisher Repairer	18.43	
23340 - Fuel Distribution System Mechanic		21.78
23370 - General Maintenance Worker	16.94	
23400 - Heating, Refrigeration and Air Conditioning Mechanic		20.37
23430 - Heavy Equipment Mechanic		24.48
23440 - Heavy Equipment Operator		25.60
23460 - Instrument Mechanic	22.62	
23470 - Laborer	11.17	
23500 - Locksmith	19.24	
23530 - Machinery Maintenance Mechanic		21.61

23550 - Machinist, Maintenance	19.43
23580 - Maintenance Trades Helper	12.47
23640 - Millwright	23.91
23700 - Office Appliance Repairer	21.41
23740 - Painter, Aircraft	18.88
23760 - Painter, Maintenance	17.45
23790 - Pipefitter, Maintenance	24.16
23800 - Plumber, Maintenance	21.88
23820 - Pneudraulic Systems Mechanic	22.17
23850 - Rigger	22.17
23870 - Scale Mechanic	21.41
23890 - Sheet-Metal Worker, Maintenance	23.68
23910 - Small Engine Mechanic	17.99
23930 - Telecommunication Mechanic I	19.80
23931 - Telecommunication Mechanic II	22.45
23950 - Telephone Lineman	19.00
23960 - Welder, Combination, Maintenance	19.10
23965 - Well Driller	21.78
23970 - Woodcraft Worker	21.90
23980 - Woodworker	16.91
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	10.33
24580 - Child Care Center Clerk	13.41
24600 - Chore Aid	10.08
24630 - Homemaker	14.91
25000 - Plant and System Operation Occupations	
25010 - Boiler Tender	20.77
25040 - Sewage Plant Operator	24.12
25070 - Stationary Engineer	20.77
25190 - Ventilation Equipment Tender	16.12
25210 - Water Treatment Plant Operator	24.12
27000 - Protective Service Occupations	
(not set) - Police Officer	26.14
27004 - Alarm Monitor	19.07
27006 - Corrections Officer	20.71
27010 - Court Security Officer	25.57
27040 - Detention Officer	23.51
27070 - Firefighter	25.24
27101 - Guard I	10.29
27102 - Guard II	15.05
28000 - Stevedoring/Longshoremen Occupations	
28010 - Blocker and Bracer	20.66
28020 - Hatch Tender	20.66
28030 - Line Handler	20.66
28040 - Stevedore I	20.19
28050 - Stevedore II	21.57

29000 - Technical Occupations		
21150 - Graphic Artist	21.29	
29010 - Air Traffic Control Specialist, Center (2)		32.84
29011 - Air Traffic Control Specialist, Station (2)		22.64
29012 - Air Traffic Control Specialist, Terminal (2)		24.95
29023 - Archeological Technician I		19.95
29024 - Archeological Technician II		22.10
29025 - Archeological Technician III		27.21
29030 - Cartographic Technician		24.74
29035 - Computer Based Training (CBT) Specialist/ Instructor		28.23
29040 - Civil Engineering Technician		23.40
29061 - Drafter I	15.87	
29062 - Drafter II	17.83	
29063 - Drafter III	19.94	
29064 - Drafter IV	24.70	
29081 - Engineering Technician I		15.93
29082 - Engineering Technician II		17.87
29083 - Engineering Technician III		20.17
29084 - Engineering Technician IV		24.99
29085 - Engineering Technician V		30.56
29086 - Engineering Technician VI		36.96
29090 - Environmental Technician		22.33
29100 - Flight Simulator/Instructor (Pilot)		33.64
29160 - Instructor	26.63	
29210 - Laboratory Technician		18.55
29240 - Mathematical Technician		24.04
29361 - Paralegal/Legal Assistant I		19.54
29362 - Paralegal/Legal Assistant II		22.01
29363 - Paralegal/Legal Assistant III		24.42
29364 - Paralegal/Legal Assistant IV		26.37
29390 - Photooptics Technician		26.67
29480 - Technical Writer	26.29	
29491 - Unexploded Ordnance (UXO) Technician I		20.88
29492 - Unexploded Ordnance (UXO) Technician II		25.26
29493 - Unexploded Ordnance (UXO) Technician III		30.28
29494 - Unexploded (UXO) Safety Escort		20.88
29495 - Unexploded (UXO) Sweep Personnel		20.88
29620 - Weather Observer, Senior (3)		20.88
29621 - Weather Observer, Combined Upper Air and Surface Programs (3)		17.84
29622 - Weather Observer, Upper Air (3)		17.84
31000 - Transportation/ Mobile Equipment Operation Occupations		
31030 - Bus Driver	16.85	
31260 - Parking and Lot Attendant		9.85
31290 - Shuttle Bus Driver		13.42
31300 - Taxi Driver	10.57	
31361 - Truckdriver, Light Truck		13.42

31362 - Truckdriver, Medium Truck	17.99	
31363 - Truckdriver, Heavy Truck	18.69	
31364 - Truckdriver, Tractor-Trailer	18.69	
99000 - Miscellaneous Occupations		
99020 - Animal Caretaker	11.73	
99030 - Cashier	12.33	
99041 - Carnival Equipment Operator	11.14	
99042 - Carnival Equipment Repairer	11.98	
99043 - Carnival Worker	8.83	
99050 - Desk Clerk	10.80	
99095 - Embalmer	22.36	
99300 - Lifeguard	10.97	
99310 - Mortician	22.36	
99350 - Park Attendant (Aide)	13.78	
99400 - Photofinishing Worker (Photo Lab Tech., Darkroom Tech)		18.30
99500 - Recreation Specialist	12.93	
99510 - Recycling Worker	16.94	
99610 - Sales Clerk	10.97	
99620 - School Crossing Guard (Crosswalk Attendant)		15.02
99630 - Sport Official	10.57	
99658 - Survey Party Chief (Chief of Party)	27.75	
99659 - Surveying Technician (Instr. Person/Surveyor Asst./Instr.)		22.18
99660 - Surveying Aide	16.19	
99690 - Swimming Pool Operator	12.62	
99720 - Vending Machine Attendant	13.20	
99730 - Vending Machine Repairer	16.85	
99740 - Vending Machine Repairer Helper	14.41	

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ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$2.87 an hour or \$114.80 a week or \$497.47 a month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in

accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE PARENTHESES AFTER THEM RECEIVE THE FOLLOWING BENEFITS (as numbered):

1) Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See CFR 4.156)

2) APPLICABLE TO AIR TRAFFIC CONTROLLERS ONLY - NIGHT DIFFERENTIAL:  
An employee is entitled to pay for all work performed between the hours of 6:00 P.M. and 6:00 A.M. at the rate of basic pay plus a night pay differential amounting to 10 percent of the rate of basic pay.

3) WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials

are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**\*\* UNIFORM ALLOWANCE \*\***

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

**\*\* NOTES APPLYING TO THIS WAGE DETERMINATION \*\***

Under the policy and guidance contained in All Agency Memorandum No. 159, the Wage and Hour Division does not recognize, for section 4(c) purposes, prospective wage rates and fringe benefit provisions that are effective only upon such contingencies as "approval of Wage and Hour, issuance of a wage determination, incorporation of the wage determination in the contract, adjusting the contract price, etc." (The relevant CBA section) in the collective bargaining agreement between (the parties) contains contingency language that Wage and Hour does not recognize as reflecting "arm's length negotiation" under section 4(c) of the Act and 29 C.F.R. 5.11(a) of the regulations. This wage determination therefore reflects the actual CBA wage rates and fringe benefits paid under the predecessor contract.

Source of Occupational Title and Descriptions:

The duties of employees under job titles listed are those described in the

"Service Contract Act Directory of Occupations," Fourth Edition, January 1993, as amended by the Third Supplement, dated March 1997, unless otherwise indicated. This publication may be obtained from the Superintendent of Documents, at 202-783-3238, or by writing to the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. Copies of specific job descriptions may also be obtained from the appropriate contracting officer.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor,

for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).

4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.

5) The contracting officer transmits the Wage and Hour decision to the contractor.

6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.



94-2569 WA,YAKIMA

WAGE DETERMINATION NO: 94-2569 REV (24) AREA: WA,YAKIMA

HEALTH AND WELFARE LEVEL - INSURANCE ONLY \*\*OTHER WELFARE LEVEL  
WD:94-2570

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REGISTER OF WAGE DETERMINATIONS UNDER | U.S. DEPARTMENT OF  
LABOR

THE SERVICE CONTRACT ACT | EMPLOYMENT STANDARDS  
ADMINISTRATION

By direction of the Secretary of Labor | WAGE AND HOUR DIVISION  
WASHINGTON D.C. 20210

William W.Gross Division of | Wage Determination No.: 1994-2569  
Director Wage Determinations| Revision No.: 24  
Date Of Revision: 05/23/2005

States: Oregon, Washington

Area: Oregon Counties of Baker, Grant, Harney, Malheur, Morrow, Umatilla, Union,  
Wallowa, Wheeler

Washington Counties of Benton, Franklin, Walla Walla, Yakima

\*\*Fringe Benefits Required Follow the Occupational Listing\*\*

OCCUPATION CODE - TITLE

MINIMUM WAGE RATE

01000 - Administrative Support and Clerical Occupations

01011 - Accounting Clerk I	10.69
01012 - Accounting Clerk II	11.99
01013 - Accounting Clerk III	13.67
01014 - Accounting Clerk IV	16.51
01030 - Court Reporter	16.45
01050 - Dispatcher, Motor Vehicle	16.34
01060 - Document Preparation Clerk	12.01
01070 - Messenger (Courier)	9.70
01090 - Duplicating Machine Operator	12.01
01110 - Film/Tape Librarian	13.35
01115 - General Clerk I	10.01

01116 - General Clerk II	11.26
01117 - General Clerk III	12.29
01118 - General Clerk IV	13.79
01120 - Housing Referral Assistant	18.66
01131 - Key Entry Operator I	11.26
01132 - Key Entry Operator II	12.29
01191 - Order Clerk I	11.26
01192 - Order Clerk II	12.29
01261 - Personnel Assistant (Employment) I	12.17
01262 - Personnel Assistant (Employment) II	13.48
01263 - Personnel Assistant (Employment) III	15.28
01264 - Personnel Assistant (Employment) IV	17.11
01270 - Production Control Clerk	18.72
01290 - Rental Clerk	12.75
01300 - Scheduler, Maintenance	14.12
01311 - Secretary I	14.12
01312 - Secretary II	15.78
01313 - Secretary III	18.66
01314 - Secretary IV	20.92
01315 - Secretary V	23.14
01320 - Service Order Dispatcher	16.61
01341 - Stenographer I	13.21
01342 - Stenographer II	14.66
01400 - Supply Technician	20.92
01420 - Survey Worker (Interviewer)	13.81
01460 - Switchboard Operator-Receptionist	11.42
01510 - Test Examiner	15.78
01520 - Test Proctor	15.78
01531 - Travel Clerk I	12.20
01532 - Travel Clerk II	13.12
01533 - Travel Clerk III	14.03
01611 - Word Processor I	11.84
01612 - Word Processor II	13.29
01613 - Word Processor III	14.87
03000 - Automatic Data Processing Occupations	
03010 - Computer Data Librarian	12.17
03041 - Computer Operator I	14.50
03042 - Computer Operator II	16.78
03043 - Computer Operator III	20.58
03044 - Computer Operator IV	23.79
03045 - Computer Operator V	25.52
03071 - Computer Programmer I (1)	17.97
03072 - Computer Programmer II (1)	23.03
03073 - Computer Programmer III (1)	27.62
03074 - Computer Programmer IV (1)	27.62
03101 - Computer Systems Analyst I (1)	26.40

03102 - Computer Systems Analyst II (1)	27.62
03103 - Computer Systems Analyst III (1)	27.62
03160 - Peripheral Equipment Operator	14.50
05000 - Automotive Service Occupations	
05005 - Automotive Body Repairer, Fiberglass	18.71
05010 - Automotive Glass Installer	16.84
05040 - Automotive Worker	16.84
05070 - Electrician, Automotive	17.78
05100 - Mobile Equipment Servicer	14.95
05130 - Motor Equipment Metal Mechanic	18.71
05160 - Motor Equipment Metal Worker	16.84
05190 - Motor Vehicle Mechanic	18.71
05220 - Motor Vehicle Mechanic Helper	14.00
05250 - Motor Vehicle Upholstery Worker	15.88
05280 - Motor Vehicle Wrecker	16.84
05310 - Painter, Automotive	17.78
05340 - Radiator Repair Specialist	16.84
05370 - Tire Repairer	14.44
05400 - Transmission Repair Specialist	18.71
07000 - Food Preparation and Service Occupations	
(not set) - Food Service Worker	9.89
07010 - Baker	15.66
07041 - Cook I	13.97
07042 - Cook II	15.66
07070 - Dishwasher	9.89
07130 - Meat Cutter	15.66
07250 - Waiter/Waitress	11.04
09000 - Furniture Maintenance and Repair Occupations	
09010 - Electrostatic Spray Painter	17.78
09040 - Furniture Handler	11.71
09070 - Furniture Refinisher	17.78
09100 - Furniture Refinisher Helper	14.00
09110 - Furniture Repairer, Minor	15.88
09130 - Upholsterer	17.78
11030 - General Services and Support Occupations	
11030 - Cleaner, Vehicles	10.30
11060 - Elevator Operator	10.88
11090 - Gardener	15.35
11121 - House Keeping Aid I	8.76
11122 - House Keeping Aid II	10.39
11150 - Janitor	11.97
11210 - Laborer, Grounds Maintenance	12.13
11240 - Maid or Houseman	9.22
11270 - Pest Controller	17.88
11300 - Refuse Collector	11.97
11330 - Tractor Operator	14.51

11360 - Window Cleaner	13.35	
12000 - Health Occupations		
12020 - Dental Assistant	15.03	
12040 - Emergency Medical Technician (EMT)/Paramedic/Ambulance Driver		14.21
12071 - Licensed Practical Nurse I	13.43	
12072 - Licensed Practical Nurse II	15.05	
12073 - Licensed Practical Nurse III	16.85	
12100 - Medical Assistant	13.05	
12130 - Medical Laboratory Technician	14.05	
12160 - Medical Record Clerk	12.74	
12190 - Medical Record Technician	13.95	
12221 - Nursing Assistant I	8.51	
12222 - Nursing Assistant II	9.56	
12223 - Nursing Assistant III	10.43	
12224 - Nursing Assistant IV	11.70	
12250 - Pharmacy Technician	14.10	
12280 - Phlebotomist	13.01	
12311 - Registered Nurse I	21.08	
12312 - Registered Nurse II	25.81	
12313 - Registered Nurse II, Specialist	25.81	
12314 - Registered Nurse III	31.23	
12315 - Registered Nurse III, Anesthetist	31.23	
12316 - Registered Nurse IV	37.40	
13000 - Information and Arts Occupations		
13002 - Audiovisual Librarian	19.71	
13011 - Exhibits Specialist I	16.31	
13012 - Exhibits Specialist II	20.37	
13013 - Exhibits Specialist III	22.58	
13041 - Illustrator I	16.31	
13042 - Illustrator II	20.37	
13043 - Illustrator III	22.58	
13047 - Librarian	24.50	
13050 - Library Technician	14.95	
13071 - Photographer I	15.80	
13072 - Photographer II	17.86	
13073 - Photographer III	22.21	
13074 - Photographer IV	25.64	
13075 - Photographer V	28.46	
15000 - Laundry, Dry Cleaning, Pressing and Related Occupations		
15010 - Assembler	8.96	
15030 - Counter Attendant	8.96	
15040 - Dry Cleaner	11.32	
15070 - Finisher, Flatwork, Machine	8.96	
15090 - Presser, Hand	8.96	
15100 - Presser, Machine, Drycleaning		8.96
15130 - Presser, Machine, Shirts		8.96

15160 - Presser, Machine, Wearing Apparel, Laundry	8.96
15190 - Sewing Machine Operator	12.11
15220 - Tailor	12.90
15250 - Washer, Machine	9.75
19000 - Machine Tool Operation and Repair Occupations	
19010 - Machine-Tool Operator (Toolroom)	19.85
19040 - Tool and Die Maker	24.06
21000 - Material Handling and Packing Occupations	
21010 - Fuel Distribution System Operator	17.35
21020 - Material Coordinator	18.32
21030 - Material Expediter	18.32
21040 - Material Handling Laborer	10.66
21050 - Order Filler	11.41
21071 - Forklift Operator	12.44
21080 - Production Line Worker (Food Processing)	12.44
21100 - Shipping/Receiving Clerk	12.03
21130 - Shipping Packer	12.03
21140 - Store Worker I	10.09
21150 - Stock Clerk (Shelf Stocker; Store Worker II)	13.76
21210 - Tools and Parts Attendant	12.44
21400 - Warehouse Specialist	12.76
23000 - Mechanics and Maintenance and Repair Occupations	
23010 - Aircraft Mechanic	20.53
23040 - Aircraft Mechanic Helper	15.40
23050 - Aircraft Quality Control Inspector	21.65
23060 - Aircraft Servicer	17.47
23070 - Aircraft Worker	18.52
23100 - Appliance Mechanic	19.56
23120 - Bicycle Repairer	14.44
23125 - Cable Splicer	22.64
23130 - Carpenter, Maintenance	20.56
23140 - Carpet Layer	18.52
23160 - Electrician, Maintenance	23.74
23181 - Electronics Technician, Maintenance I	18.43
23182 - Electronics Technician, Maintenance II	20.50
23183 - Electronics Technician, Maintenance III	21.69
23260 - Fabric Worker	17.64
23290 - Fire Alarm System Mechanic	21.69
23310 - Fire Extinguisher Repairer	16.27
23340 - Fuel Distribution System Mechanic	21.69
23370 - General Maintenance Worker	16.84
23400 - Heating, Refrigeration and Air Conditioning Mechanic	18.71
23430 - Heavy Equipment Mechanic	21.15
23440 - Heavy Equipment Operator	20.54
23460 - Instrument Mechanic	21.69
23470 - Laborer	10.66

23500 - Locksmith	17.78	
23530 - Machinery Maintenance Mechanic		20.02
23550 - Machinist, Maintenance	19.95	
23580 - Maintenance Trades Helper	14.00	
23640 - Millwright	21.69	
23700 - Office Appliance Repairer	20.29	
23740 - Painter, Aircraft	20.29	
23760 - Painter, Maintenance	17.78	
23790 - Pipefitter, Maintenance	23.43	
23800 - Plumber, Maintenance	22.26	
23820 - Pneudraulic Systems Mechanic		21.69
23850 - Rigger	21.69	
23870 - Scale Mechanic	18.99	
23890 - Sheet-Metal Worker, Maintenance		22.64
23910 - Small Engine Mechanic	17.81	
23930 - Telecommunication Mechanic I	21.86	
23931 - Telecommunication Mechanic II	22.83	
23950 - Telephone Lineman	21.69	
23960 - Welder, Combination, Maintenance		18.71
23965 - Well Driller	21.69	
23970 - Woodcraft Worker	21.69	
23980 - Woodworker	16.27	
24000 - Personal Needs Occupations		
24570 - Child Care Attendant	9.13	
24580 - Child Care Center Clerk	12.40	
24600 - Chore Aid	10.51	
24630 - Homemaker	13.13	
25000 - Plant and System Operation Occupations		
25010 - Boiler Tender	22.75	
25040 - Sewage Plant Operator	21.39	
25070 - Stationary Engineer	22.75	
25190 - Ventilation Equipment Tender	18.71	
25210 - Water Treatment Plant Operator	21.33	
27000 - Protective Service Occupations		
(not set) - Police Officer	25.74	
27004 - Alarm Monitor	15.04	
27006 - Corrections Officer	18.00	
27010 - Court Security Officer	22.25	
27040 - Detention Officer	18.00	
27070 - Firefighter	21.26	
27101 - Guard I	11.98	
27102 - Guard II	15.04	
28000 - Stevedoring/Longshoremen Occupations		
28010 - Blocker and Bracer	18.99	
28020 - Hatch Tender	18.99	
28030 - Line Handler	18.99	

28040 - Stevedore I	17.64	
28050 - Stevedore II	20.34	
29000 - Technical Occupations		
21150 - Graphic Artist	19.54	
29010 - Air Traffic Control Specialist, Center (2)	31.40	
29011 - Air Traffic Control Specialist, Station (2)	21.71	
29012 - Air Traffic Control Specialist, Terminal (2)	23.92	
29023 - Archeological Technician I	14.36	
29024 - Archeological Technician II	16.05	
29025 - Archeological Technician III	19.89	
29030 - Cartographic Technician	21.05	
29035 - Computer Based Training (CBT) Specialist/ Instructor	27.19	
29040 - Civil Engineering Technician	20.48	
29061 - Drafter I	11.56	
29062 - Drafter II	12.99	
29063 - Drafter III	16.69	
29064 - Drafter IV	19.89	
29081 - Engineering Technician I	13.26	
29082 - Engineering Technician II	14.88	
29083 - Engineering Technician III	17.97	
29084 - Engineering Technician IV	21.05	
29085 - Engineering Technician V	26.52	
29086 - Engineering Technician VI	35.66	
29090 - Environmental Technician	19.95	
29100 - Flight Simulator/Instructor (Pilot)	30.38	
29160 - Instructor	21.09	
29210 - Laboratory Technician	17.26	
29240 - Mathematical Technician	20.14	
29361 - Paralegal/Legal Assistant I	16.69	
29362 - Paralegal/Legal Assistant II	19.89	
29363 - Paralegal/Legal Assistant III	22.49	
29364 - Paralegal/Legal Assistant IV	27.21	
29390 - Photooptics Technician	20.14	
29480 - Technical Writer	20.64	
29491 - Unexploded Ordnance (UXO) Technician I	20.02	
29492 - Unexploded Ordnance (UXO) Technician II	24.22	
29493 - Unexploded Ordnance (UXO) Technician III	29.03	
29494 - Unexploded (UXO) Safety Escort	20.02	
29495 - Unexploded (UXO) Sweep Personnel	20.02	
29620 - Weather Observer, Senior (3)	18.61	
29621 - Weather Observer, Combined Upper Air and Surface Programs (3)	16.74	
29622 - Weather Observer, Upper Air (3)	16.74	
31000 - Transportation/ Mobile Equipment Operation Occupations		
31030 - Bus Driver	14.13	
31260 - Parking and Lot Attendant	10.18	
31290 - Shuttle Bus Driver	12.63	

31300 - Taxi Driver	11.88	
31361 - Truckdriver, Light Truck	12.28	
31362 - Truckdriver, Medium Truck	13.95	
31363 - Truckdriver, Heavy Truck	16.89	
31364 - Truckdriver, Tractor-Trailer	16.89	
99000 - Miscellaneous Occupations		
99020 - Animal Caretaker	12.19	
99030 - Cashier	9.28	
99041 - Carnival Equipment Operator	13.74	
99042 - Carnival Equipment Repairer	14.68	
99043 - Carnival Worker	10.29	
99050 - Desk Clerk	9.13	
99095 - Embalmer	20.02	
99300 - Lifeguard	10.52	
99310 - Mortician	20.02	
99350 - Park Attendant (Aide)	13.21	
99400 - Photofinishing Worker (Photo Lab Tech., Darkroom Tech)		10.52
99500 - Recreation Specialist	15.29	
99510 - Recycling Worker	15.13	
99610 - Sales Clerk	11.18	
99620 - School Crossing Guard (Crosswalk Attendant)		11.54
99630 - Sport Official	10.52	
99658 - Survey Party Chief (Chief of Party)	21.48	
99659 - Surveying Technician (Instr. Person/Surveyor Asst./Instr.)		18.47
99660 - Surveying Aide	13.50	
99690 - Swimming Pool Operator	19.25	
99720 - Vending Machine Attendant	15.89	
99730 - Vending Machine Repairer	19.25	
99740 - Vending Machine Repairer Helper	15.89	

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ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$2.87 an hour or \$114.80 a week or \$497.47 a month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, 4 weeks after 10 years, and 5 weeks after 20 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther



King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE PARENTHESES AFTER THEM RECEIVE THE FOLLOWING BENEFITS (as numbered):

1) Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See CFR 4.156)

2) APPLICABLE TO AIR TRAFFIC CONTROLLERS ONLY - NIGHT DIFFERENTIAL:

An employee is entitled to pay for all work performed between the hours of 6:00 P.M. and 6:00 A.M. at the rate of basic pay plus a night pay differential amounting to 10 percent of the rate of basic pay.

3) WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employee (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees

employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the

like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**\*\* UNIFORM ALLOWANCE \*\***

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

**\*\* NOTES APPLYING TO THIS WAGE DETERMINATION \*\***

Under the policy and guidance contained in All Agency Memorandum No. 159, the Wage and Hour Division does not recognize, for section 4(c) purposes, prospective wage rates and fringe benefit provisions that are effective only upon such contingencies as "approval of Wage and Hour, issuance of a wage determination, incorporation of the wage determination in the contract, adjusting the contract price, etc." (The relevant CBA section) in the collective bargaining agreement between (the parties) contains contingency language that Wage and Hour does not recognize as reflecting "arm's length negotiation" under section 4(c) of the Act and 29 C.F.R. 5.11(a) of the regulations. This wage determination therefore reflects the actual CBA wage rates and fringe benefits paid under the predecessor contract.

#### Source of Occupational Title and Descriptions:

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations," Fourth Edition, January 1993, as amended by the Third Supplement, dated March 1997, unless otherwise indicated. This publication may be obtained from the Superintendent of Documents, at 202-783-3238, or by writing to the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. Copies of specific job descriptions may also be obtained from the appropriate contracting officer.

#### REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}

#### Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report

of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).

4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.

5) The contracting officer transmits the Wage and Hour decision to the contractor.

6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

**STATEMENT OF WORK**  
**Eradication of Noxious Weeds and Invasive Weed Species**  
**Malmstrom AFB, MT**  
**Delivery Order #    Contract #**  
**SUBJECT TO AVAILABILTY OF FUNDS**

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**1.0    INTRODUCTION**

The purpose of this contract is to eradicate, control and prevent the spread of noxious and invasive weed species scattered over approximately 1500 acres on the undeveloped areas of Malmstrom AFB. Additional Malmstrom AFB information and background can be referenced in Appendix B; the Malmstrom AFB Invasive Plans Species Management Plan; September 2004. The contractor will eradicate weeds by chemical or biological means in accordance with the Installation Invasive Species Management Plan. The contractor will also prevent weed infestations by seeding grasses. For purposes of this Statement of Work the term “Contractor” shall refer to the firm executing this delivery order.

**2.0    SCOPE OF WORK**

The Contractor shall:

Treat noxious weeds identified in this SOW by chemical, physical, or biological means in accordance with the recommendations contained in Section 5.1 of the Malmstrom AFB Installation Invasive Species Management Plan. Treat weeds a minimum of one time in the spring and once in the fall using the methods recommended in the Malmstrom AFB Installation Invasive Species Management Plan. The contractor may utilize weed treatment methods that are different from those specified in the Malmstrom AFB Installation Invasive Species Management Plan only if the methods are submitted in writing and approved by the Contracting Officer or their designated representative. Monitor weather conditions (i.e. rain, wind, etc.) to ensure that weed treatments are only applied during appropriate weather conditions. Treat all invasive plant species identified as present on the main base in Table 1 of the Malmstrom AFB Invasive Plant Species Control plan, at the locations provided in Figures 1 and 2 of the same plan included within this Scope of Work. NOTE: Russian Olive trees are not to be eradicated. Comply with all applicable State, local, and Federal regulations. Use a pesticide or herbicide registered though EPA's Office of Pesticide Programs as well as any necessary offices in Montana. Use herbicides approved by the Armed Forces Pest Management Board unless they obtain approval in writing from the Contracting Officer or their designated representative for a different herbicide. The attached Malmstrom AFB Invasive Plant Species Control Plan contains “detailed” information on all invasive species encountered and the appropriate items/processes needed to eradicate them, to include specific locations and definitions. A list of herbicides approved by the Armed Forces Pest Management Board is provided in the Standard Pesticides available to DOD Components and all federal agencies at the following website: <http://www.afpmb.org/standardlist.htm>

Requests to use pesticides not approved by the Armed Forces Pest Management Board shall be submitted by the contractor to the contracting officer on the Request for Approval of Non-Standard Pesticide Form in Appendix A; this ‘submittal’ must be provided at the kick-off

meeting to be held approximately 10 days after NTP. The contractor is encouraged to review all aspects of the program and provide any additional potential cost savings suggestions.

The contractor shall provide all labor, materials, and equipment necessary to perform the following tasks: "Specifications" for the work effort will be as identified in the main contract.

## **2.1 WEED ERADICATION**

The contractor will be responsible for treating approximately 600 acres of weeds during two (2) 70-day periods, one period in the 'spring' and one period in the 'fall'. Typical weeds encountered at Malmstrom AFB include Canadian Thistle, spotted knapweed, field bindweed, Russian Thistle, kochia, leafy spurge or other kinds of thistle. The area where work is to be performed in mostly flat grasslands with some slopes and coulees; more than 95% of the locations are within 2000 feet of roads. The appropriate timeframes for weed removal are 70 consecutive days in spring and early summer and 70 consecutive days in the late summer and fall. The preferred method of weed eradication will be through the use of herbicides and the initial submitted cost estimate must include this method as the process for completing the work effort. Any 'entry clearances' for specific locations on the installation will be coordinated through the Installation Natural Resource Manager, or designated representative. It is expected that 80% of the areas can be accessed using mobile equipment and that roughly 20% of the areas will need hand application. Mobilization costs should be 'rolled up' into the line item costs to perform this effort per the bid schedule attached.

## **2.2 RECORDKEEPING AND REPORTING**

The contractor shall keep and submit records of the type and amount of herbicides applied, topsoil applied, and grass seed planted. Additional references for completing this effort can be found within the Malmstrom AFB Invasive Plant Species Management Plan.

2.2.1 Within five working days after NTP the Contractor shall submit a Weed Eradication Plan (Line Item 00003) to the Contracting Officer or designated representative. The plan shall contain a schedule for treating weeds [based upon ideal weather conditions, recognizing that inclement weather could delay or reduce time periods between work efforts], and a description of methods and materials to be used. Efforts for estimating this should include providing a draft final with the expectation that it will need to be finalized as a result of the Project Kickoff Meeting.

2.2.2 The contractor shall prepare and submit monthly reports detailing the work performed under this contract. These reports shall include as a minimum:

- Quantities and types of herbicides applied including common name, EPA registration number, active ingredient(s), amount of active ingredient applied, % concentration of active ingredient, and total amount of herbicide applied
- Locations and dates of herbicide application and types and quantities of weeds treated
- Quantities, dates, and locations of grass seeding including area of application
- An excel spreadsheet that indicates % complete for each task within the (2) 70 day period applications as well as an overall % complete for the entire delivery order.

- A written update to the schedule of events, what events were completed within the last month, what events are planned for the next month, and any information the contractor deems critical to meeting the success or failure of meeting those needs.

2.2.3 The Contractor shall prepare and submit a Final Report that compiles all information previously supplied in an organized format that meets the requirements of the Malmstrom AFB Invasive Plant Species Management Plan.

The format for reporting herbicide use and application is provided in Table 2:

**Table 2 Format for Reporting Herbicide Application Information**

Date	Location	Area of Application (acres)	Target Weed(s)	Control Operation	Herbicide Name & Active Ingredient	EPA Registration #	Quantity of Active Ingredient Applied	% Concentration	Total Amount Applied
				(Pre emergent, Post Emergent, Soil Sterilant, etc.)					

The monthly reports shall be provided to the Contracting Officer or their designated representative (USACE Project Manager) and the Malmstrom AFB Natural Resources Manager NLT five (5) working days after the end of each month.

NOTE: If work is not performed during a 'month' period for this effort then a new submittal for that period is not required 'but' a letter will be submitted to indicate no work effort was performed during that period.

## **2.3 MEETINGS**

2.3.1 Within five working days after NTP the Contractor shall submit a Weed Eradication Plan (Line Item 00003) to the Contracting Officer or designated representative. The plan shall contain a schedule for treating weeds [based upon ideal weather conditions, recognizing that inclement weather could delay or reduce time periods between work efforts], and a description of methods and materials to be used. Efforts for estimating this should include providing a draft final with the expectation that it will need to be finalized as a result of the Project Kickoff Meeting.

2.3.2 The contractor shall attend two project kickoff meetings on Malmstrom AFB at a time (estimated to be roughly 10 days after 1<sup>st</sup> NTP and roughly 140 days later [2<sup>nd</sup> NTP] as referenced in the project schedule at 6.3.2) and place selected by the Government to discuss the plans, schedules, and procedures for implementing the contract requirements. The 1<sup>st</sup> Project Kickoff Meeting will take place after submittal of the weed eradication plan and no later than 20 days after 1<sup>st</sup> Notice to Proceed. It is not expected that either meeting will last longer than 1 workday.

## OPTIONS:

### 2.4 GRASS SEEDING

The Contractor shall apply grass seed according to the following specifications.

1. Grass seed shall be planted on 40 acres of land in a location directed by the Project Manager. Prior to applying grass seed the contractor shall treat the weeds present and apply topsoil as specified in Section 3.2 of this SOW. The contractor shall seed grass using a drill seeder. Small grass, forbs, and legume seeds shall be planted no deeper than ½ inch. Large grass seeds shall be planted no deeper than 1 inch. Grass shall only be planted between October 15 and May 15. Grass seed planted under this delivery order shall be planted with the seed mixture and the rate specified in Table 1. Mobilization costs should be ‘rolled up’ into the line item costs to perform this effort per the bid schedule attached.

Table 1 Seeding Specification

<b>Plant Cultivar &amp; Species</b>	<b>Pounds of Pure Live Seed per Acre</b>	<b>% of Mixture</b>	<b>Pounds per acre in Mixture</b>
<b>Lodorm green needlegrass</b>	5	50	<b>2.5</b>
<b>Rosanna western wheatgrass</b>	8	30	<b>2.4</b>
<b>Pryor slender wheatgrass</b>	6	15	<b>0.9</b>
<b>Bismarck purple prairie clover</b>	3	5	<b>0.15</b>
<b>Appar lewis blue flax</b>	3	5	<b>0.15</b>
<b>TOTAL</b>			<b>6.1</b>

All seed planted under this delivery order shall be certified weed free seed and adapted to Montana soil and climatic conditions. All seed shall be labeled and comply with current Federal and Montana seed quality criteria. The contractor shall provide documentation of compliance with the seed specifications in Table 1 and Section 3.3.4 to the US Army Corps of Engineers Project Manager, the Contracting Officer and the Installation Natural Resources Manager as a ‘formal submittal’ during the kickoff meeting to be held 10 days after NTP. The Contracting Officer or their designated representative shall approve/disapprove during this kickoff meeting. The contractor may make changes to the seeding mixture specified in Table 1 only if they submit the proposed changes in writing and the changes are approved by the Contracting Officer or their designated representative.

### 3.0 WORK SITE REQUIREMENTS



3.1 Safety and Health Risks. The Contractor is required to provide their personnel with precautionary safety and health equipment during eradication processes. Safety and health concerns and briefings must be offered and presented to any public, civilian, and/or military personnel who may be in the area during chemical (or biological) spraying. Material Safety Data Sheets (MSDS) must be readily accessible in case of any mishap.

3.2 Fire Prevention and Protection. The Contractor must carry up-to-code fire fighting, preventive, and protective gear in case of any chemical or natural sustaining fires.

3.3 Permits. The Contractor must have required permits on hand and readily available at all times while performing work under contract for Malmstrom AFB.

3.4 Hazards. The Contractor is required to document and report any spills or overuse of chemicals to the Project Manager and the Contracting Officer or their designated representative.

3.5 Pesticides and herbicides applied under this contract shall only be applied by applicators currently licensed as pesticide applicators by the State of Montana. Applicators must be certified by the State of Montana in categories 3 (**Ornamental and Turf**) and 6 (**Right of way**).

3.6 Work being done on Malmstrom AFB under this contract, (spraying, seeding, meetings, etc.) must be performed between 7 AM and 5 PM Monday through Friday unless approved by the Contracting Officer or their designated representative. No work is to be performed on Federal Holidays.

3.7 Mixing and Storage. All mixing of herbicides, pesticides, and other chemicals must be done by the contractor at their own facilities outside of Malmstrom AFB. The Contractor shall store all pesticides, herbicides, chemicals, materials, equipment, etc at their own facilities outside of Malmstrom AFB. No storage of contractor owned items are allowed on Malmstrom AFB.

3.8 Base Passes. The Contractor shall be responsible for obtaining and monitoring all passes required to gain access to the Base, during the duration of this contract. The Contractor shall notify 341 CES/CEV and the Contracting Officer's Representative (COR) no later than five (5) business days in advance of all personnel who will require Base entry so that access may be properly obtained. All security badges or passes shall be returned to 341 CES/CEV upon expiration, upon completion of the project, or when possession is no longer necessary (e.g., upon removal of contracted personnel from specific projects). Photography of any kind must be coordinated through 341 CES/CEVR

3.9 The Contractor shall be responsible for the disposal of any waste material generated during the contract. The contractor shall handle, transport, and dispose of any wastes in accordance with all applicable regulations at their own expense. No chemicals, containers, or wastes of any kind will be disposed of or left on Malmstrom AFB or other government property.

**4.0 INFORMATION PROVIDED BY THE GOVERNMENT**

The government will provide a current version of the Malmstrom AFB Installation Invasive Species Management Plan, installation maps, wetland locations and lists of installation contacts; it’s attached to this document.

**5.0 APPLICABLE DOCUMENTS**

The Contractor shall comply with all applicable (1) federal, state and local environmental statutes, regulations and rules (including all changes and amendments), and (2) Presidential Executive Orders, in effect on the date of issuance of this delivery order. Supporting documents that area applicable include the Malmstrom AFB Invasive Species Management Plan developed by the Air Force Space Command.

**6.0 SUBMITTALS/DELIVERABLES**

6.3.1 The Contractor submitted deliverables shall be complete, in the proper format, and fully illustrated.

6.3.2 The Contractor shall provide copies of deliverables, printed double-sided as follows: One copy to the COR, two copies to the Project Manager and one to the Malmstrom AFB Installation Natural Resources Manager. For estimation purposes it is expected that the administrative costs associated with these deliverables will be absorbed within the unit cost of subtask 2.4.2.

**Project Schedule**

Issued Delivery Order (DO) – Notice to Proceed date (NTP)		
Weed Eradication Plan Development		NTP 1 + 5 Days
1 <sup>st</sup> Project Kickoff Meeting		NTP 1 +10 Days
1 <sup>st</sup> Eradication Process Commencement		NTP 1 + 11 Days
1 <sup>st</sup> Eradication Process Completed		NTP 1 + 70 Days
2 <sup>nd</sup> Project Kickoff Meeting	[NTP 2]	NTP 1+ 160 Days +/- 60 Days
2 <sup>nd</sup> Eradication Process Commencement		NTP 2 + 11 Days
2 <sup>nd</sup> Eradication Process Completed		NTP 2 + 70 Days
Final Completed Report		NTP 2 + 90 Days

NOTE: The Project Schedule will be flexible based upon weather conditions at the site; all efforts will be coordinated through the USACE PM or the designated representative and adjustments will be made based upon those inclement weather conditions. If Option 2.4 Drill Seeding is awarded the contractor will be provided 30 days notice to proceed with an expected completion time for that work effort to be a maximum of 30 days not inclusive of weather days.

**7.0 MEASUREMENT AND PAYMENT** shall be as defined in the contract; invoices will be submitted to the US Army Corps of Engineers Project Manager.

**8.0 GOVERNMENT POINTS OF CONTACT**

Mr. Rudy Verzuh  
Malmstrom AFB Installation Natural Resource Manager  
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**APPENDIX A**  
**REQUEST FOR APPROVAL OF NON STANDARD PESTICIDE**

INSTALLATION:	Malmstrom AFB
ACTIVITY: (What do you want to do? And where?)	
POINT OF CONTACT:	Jayson Thomas
OFFICE SYMBOL:	341 CES/CEOHE
DSN:	632-7640

FAX:

632-6181

### **PESTICIDE INFORMATION**

1. TRADE NAME:
2. CHEMICAL NAME:
3. EPA REGISTRATION NUMBER:
4. SIGNAL WORD (Circle One):            DANGER            WARNING            CAUTION
5. FORMULATION:
6. SIZE OF CONTAINER:
7. QUANTITY REQUESTED:
8. NSN (If available):

### **TARGET PEST(S)**

1. TARGET PEST(S): (include list of species to be treated with this pesticide)
2. JUSTIFICATION FOR THE NEED OF A NEW PESTICIDE: (Provide specific details. Include all non-chemical options considered and why they are not feasible.)

### **APPLICATOR INFORMATION**

1. NAME(S):
2. DOD/STATE CERTIFICATION NUMBER(S):

### **COMMAND PEST MANAGEMENT PROFESSIONAL APPROVAL**

\_\_\_\_\_ APPROVED w/conditions: (One-time only, used by date, or indefinitely)

\_\_\_\_\_ NOT APPROVED. Justification:

## **Appendix B**

### **Invasive Plant Species Control Plan**

### **Malmstrom Air Force Base, Montana**



Prepared for:  
Air Force Space Command (HQ AFSPC/CEVP)  
150 Vandenberg Street  
Peterson Air Force Base, Colorado 80914



Prepared under contract:  
FA8903-04-D-8695

Prepared by:  
North Wind Inc.  
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September 2004

## Executive Summary

North Wind personnel conducted an invasive plant survey from 19-22 July 2004 at Malmstrom Air Force Base (AFB) in Cascade County, Montana to document the presence and extent of invasive plant species. Twenty Missile Alert Facilities (MAF) and a representative subsample of the associated missile launch facilities (LF) were also surveyed. This report presents field data and identifies appropriate mitigative treatments to control the invasive species found at Malmstrom AFB, the MAFs, and LFs, and to restore and maintain the native ecosystems at these sites.

Thirteen invasive plant species were identified at Malmstrom AFB and/or at the MAFs. They include:

1. Canada thistle (*Cirsium arvense*)
2. Leafy spurge (*Euphorbia esula*)
3. Dalmatian toadflax (*Linaria dalmatica*)
4. Field bindweed (*Convolvulus arvensis*)
5. Spotted knapweed (*Centaurea maculosa*)
6. Russian knapweed (*Acroptilon repens*)
7. Houndstongue (*Cynoglossum officinale*)
8. Hoary cress (*Cardaria draba*)
9. Russian thistle (*Salsola kali*)
10. Kochia (*Kochia scoparia*)
11. Musk thistle (*Carduus nutans*)
12. Bull thistle (*Cirsium vulgare*)
13. Russian olive (*Elaeagnus angustifolia*)

**The first eight of these species are considered Category 1 Montana State-listed noxious weeds and are also found on the Federal noxious weed list. Category 1 weeds have management criteria that include awareness and education, containment and suppression of existing infestations, and prevention of new infestations. The weeds on the Category 1 list are capable of rapid spread and render land unfit or greatly limit beneficial uses.**

These species were most often found in areas currently under construction or used as materials sources, along roadways, and on the margins of improved/semi-improved areas. The exception to this was the horse pastures, which were relatively free of invasive plants.

All these species are difficult to control and pose a substantial threat to the native vegetation at Malmstrom AFB and the MAFs. The most problematic invasive species at these sites are Canada thistle and leafy spurge. The use of herbicides is the first line of attack to control the invasive plant infestations. Mowing and reseeding with native species is a long term control measure. The LFs should be cleared of existing vegetation and covered with gravel or cement. More specific management recommendations, including mechanical, biological, and/or chemical control methods are described in this report.

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## 1.0 INTRODUCTION

Air Force Space Command (AFSPC) installations are required under Executive Order 13112 (Invasive Species), the Sikes Act, as amended (16 United States Code 670), and various other federal and state regulations and policies to control invasive species on their properties and to reduce their ecological and economic impact. HQ AFSPC Civil Engineering, through the Air Force Center for Environmental Excellence (AFCEE), has tasked North Wind, Inc. (North Wind), under contract FA8903-04-D-8695, to conduct surveys and develop control plans for invasive plants on AFSPC installations across the United States. The results of these surveys will be incorporated into the Integrated Natural Resource Management Plan (INRMP) maintained at each base.

**Executive Order 13112, which defines an invasive species and directs federal agencies to address the issue of invasive plants, was signed into law in February 1999. An “invasive species” is a species that is: a) non-native to the ecosystem under consideration, and b) whose introduction causes or is likely to cause economic or environmental harm or harm to human health (Executive Order 13112). Invasive plants may replace native plants by spreading aggressively and successfully competing for light, water, and nutrients. In cultivated environments, invasives reduce crop yields and quality. In natural environments, invasives may alter the forage regime of wildlife, choke waterways, alter soil resources, reduce the quality of a recreational experience, or modify the fire regime.**

**Most invasive plant species are pioneer species, colonizing disturbed areas such as roadsides, cleared areas, and landfills. The attributes that make these species suitable pioneer species also contribute to their ability to replace native plants:**

- They grow rapidly, and some species may regenerate from seed and/or vegetative propagation.
- They mature early and are prolific, releasing thousands of seeds per growing season.
- They may be allelopathic, producing toxins that prevent the establishment of rival species.

**Invasive plants with origins far from the site of their introduction may lack natural predators and spread aggressively. Invasives may create a monoculture, replacing all other species in an area and preventing the establishment of tree species. Even though invasive species are sometimes deliberately introduced, an abundance of invasive plants in an area will usually reduce the value of the land for agricultural and wildlife resources.**

This report describes the invasive species present at Malmstrom Air Force Base (AFB) in Montana and its associated missile alert facilities (MAFs) and launch facilities (LFs). From 19-22 July 2004, North Wind personnel surveyed Malmstrom AFB, the MAFs, and LFs. Thirteen invasive species were documented, seven of which are considered noxious and pose a serious threat to the native plant communities in the area. This report presents:

- The extent and identity of the invasive species present.
- Species-specific physical, biological, and chemical controls that may be appropriate for management use.
- Specific management recommendations and suggestions to prevent additional infestation by invasive plant species.

## 2.0 SITE DESCRIPTION

Malmstrom AFB is located four miles east of Great Falls in Cascade County, Montana, at latitude 47°30' N and longitude 111°11' W. The base lies at an elevation of 3,472 feet in a predominately native mixed-grass prairie ecosystem. The base covers 3,573 acres (six square miles). State Highway 87 runs along the south side of the base near the end of the two mile runway that bisects the base. Agricultural land borders the north and east sides of Malmstrom AFB. Nearly half of the base is personnel housing, buildings and support facilities, and associated landscaped areas. The remaining areas are composed primarily of mixed-grass prairie plant species.

The weather at Malmstrom AFB is fairly mild with an average annual temperature of 44.8° F; January minimum temperatures average 11.7° F and July maximum temperatures average 83.1° F. Annual precipitation is 14.75 inches with approximately two-thirds of this falling as rainfall during spring and summer (<http://www.wrcc.dri.edu/cgi-bin/cliMAIN.pl?mtgrea>).

The host unit at Malmstrom AFB is the 341st Space Wing (SW). The base was established in 1942. During World War II, it was the takeoff point for Soviet-bound lend-lease material. The Lend-Lease Act, passed in 1941 by the U.S. Congress, was an arrangement for the transfer of war supplies, including food, machinery, and services, to nations whose defense was considered vital to the defense of the United States in World War II. After the war it became a training base for crews in the Berlin Airlift. Strategic Air Command (SAC), now-dissolved, assumed command in 1954. SAC's first Minuteman missile wing was established there in 1961 (The Columbia Electronic Encyclopedia 2004). The current missile complex associated with the base is one of the largest in the world operating 20 MAFs and 200 LFs. Five MAFs apiece are overseen by the 490<sup>th</sup> Missile Squadron (MS), the 564<sup>th</sup> MS, the 10<sup>th</sup> MS, and the 564<sup>th</sup> MS. Each MAF has 10 LFs associated with it. The MAFs and LFs are widely distributed across central and western Montana.

The airfield at Malmstrom was an active military flightline until the end of 1996. In 1997, the runway was declared inactive for the first time in the base's history. The only remaining aviation facility at this airfield is the Malmstrom AFB Heliport. Prior to closure, the airfield at Malmstrom was considered an Air Force Class B airfield. The airfield consisted of a single 11,500 foot x 200 foot runway with a parallel taxiway, adjoining aircraft parking areas, and six interconnecting taxiways (Freeman 2003).

### 3.0 METHODS AND RESULTS

Three primary tasks were performed under this project: 1) review existing data, 2) perform field surveys, and 3) develop management control plans.

North Wind reviewed existing data pertinent to Malmstrom AFB prior to the field surveys. The reviews included contacting base and Cascade County personnel to obtain information on invasive species that may be present on the base or in the surrounding community. Potential invasive species listed were then compared to both the U.S. Department of Agriculture (USDA) Plant Database (USDA 2003) and the Montana State Invasive Plants List (2003). General plant background information was gathered prior to the site visit using Weeds of the West (Whitson *et.al.* 1996).

North Wind conducted field surveys on 19-22 July 2004. The entire installation was surveyed by walking variable-spaced transects. Transect location was determined by numerous factors including proximity to buildings, roads, and other structures; access to restricted areas; known locations of invasive species (as identified by station personnel); and field personnel experience and knowledge of species biology. All roadways were walked or driven. Aerial photography and topography maps were also evaluated for the base to help determine transect location. All invasive species locations were delineated and mapped with Global Positioning System (GPS) units.

Each of the 20 MAFs was also surveyed. In general, a MAF consists of one to two buildings located within a security fence. Part of the area within the fence is covered in asphalt while the rest is regularly mowed. Some chemical spraying for weeds occurs. Outside of the security fence there is a sewage pond, a small parking area, a helicopter landing pad, and in some cases a maintenance garage. Because these sites are small (1-3 acres), and because of security concerns, the exact location of the invasive plants was not pinpointed with the GPS units. Instead, a list and general location of each noxious species observed at each MAF was compiled.

Similarly, a list of each noxious plant species encountered at the LFs was compiled. In consultation with base personnel, a subset of the 200 LFs was selected for survey by North Wind. There are 10 LFs associated with each MAF. The individual LFs, which are even smaller in area than the MAFs, are generally located within 15 miles of their associated MAF. Therefore the invasive plant species that are likely to be found on them should be similar to those found at the MAFs. In general the LFs have had ground sterilants applied to them and are partly covered with gravel or concrete. Nevertheless, some invasive plants have established at these locations. The LFs that were selected for surveying broadly represent the ecosystems that they are found in. For instance, LFs were selected that were located in agricultural fields, in native mixed grass prairie, and in coniferous forests.

Eight noxious plant species were found on Malmstrom AFB or the MAFs during the field surveys (Table 1). They are:

- **Canada thistle** (*Cirsium arvense*)
- **Leafy spurge** (*Euphorbia esula*)
- **Dalmatian toadflax** (*Linaria dalmatica*)
- **Field bindweed** (*Convolvulus arvensis*)
- **Spotted knapweed** (*Centaurea maculosa*)
- **Russian knapweed** (*Acroptilon repens*)
- **Hounds tongue** (*Cynoglossum officinale*)
- **Hoary cress** (*Cardaria draba*)

**The locations of these species are shown in Figure 1.** These species are considered Category 1 Montana State-listed noxious weeds and are also found on the Federal noxious weed list. Category 1 weeds have management criteria that include awareness and education, containment and suppression of existing infestations, and prevention of new infestations. The weeds on the Category 1 list are capable of rapid spread and render land unfit or greatly limit beneficial uses. Section 4 discussed each of these species and management options for their control.

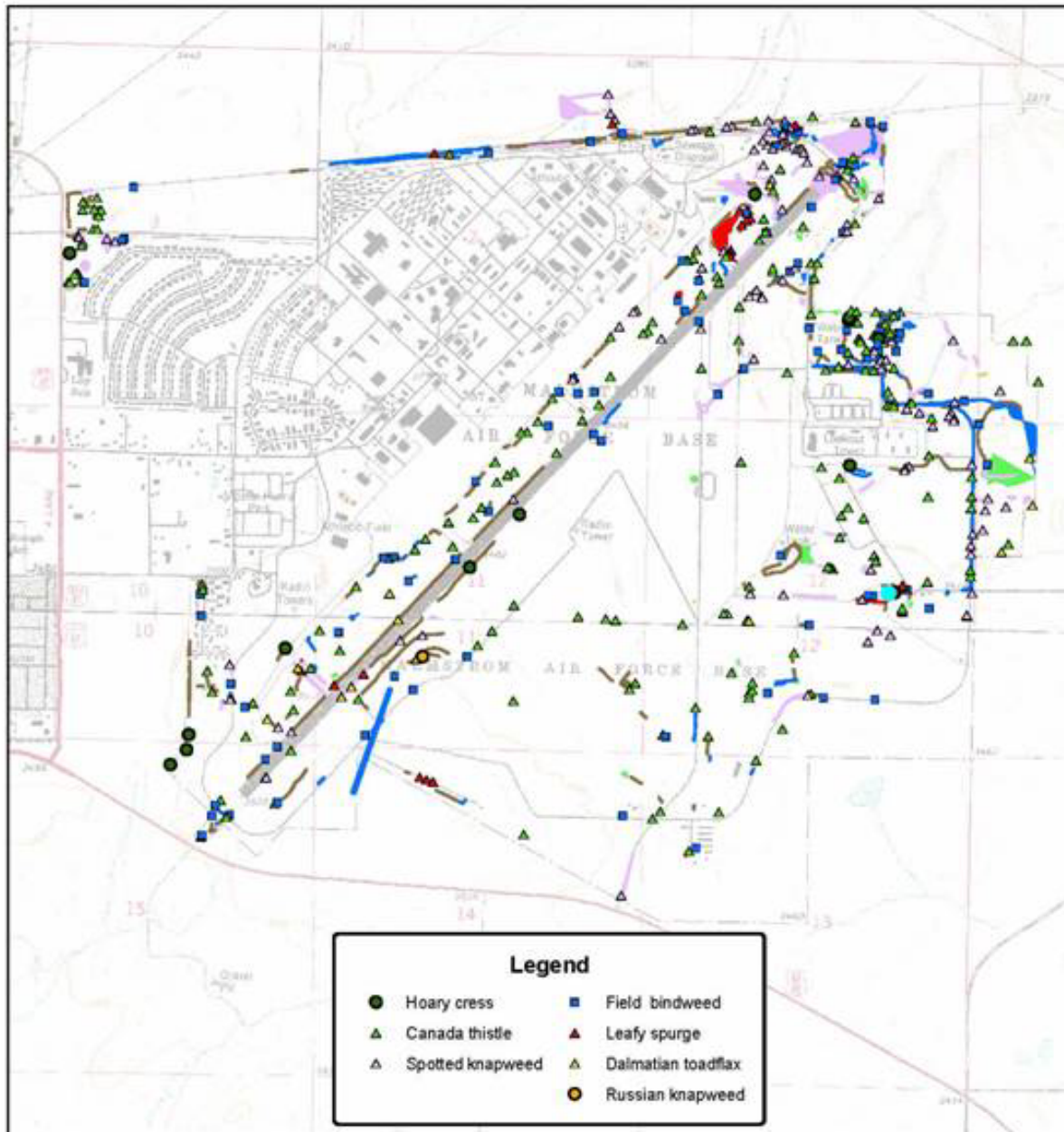
In addition to these species, six other species with invasive characteristics were found at Malmstrom AFB during the field survey (Table 1). These species are Russian thistle (*Salsola kali*), kochia (*Kochia scoparia*), musk thistle (*Carduus nutans*), bull thistle (*Cirsium vulgare*), and Russian olive (*Elaeagnus angustifolia*). The locations of these species are shown in Figure 2 and control options are discussed in Section 5.

**Table 1.** Invasive plant species present and severity of infestation at Malmstrom AFB, MAFs, and LFs.

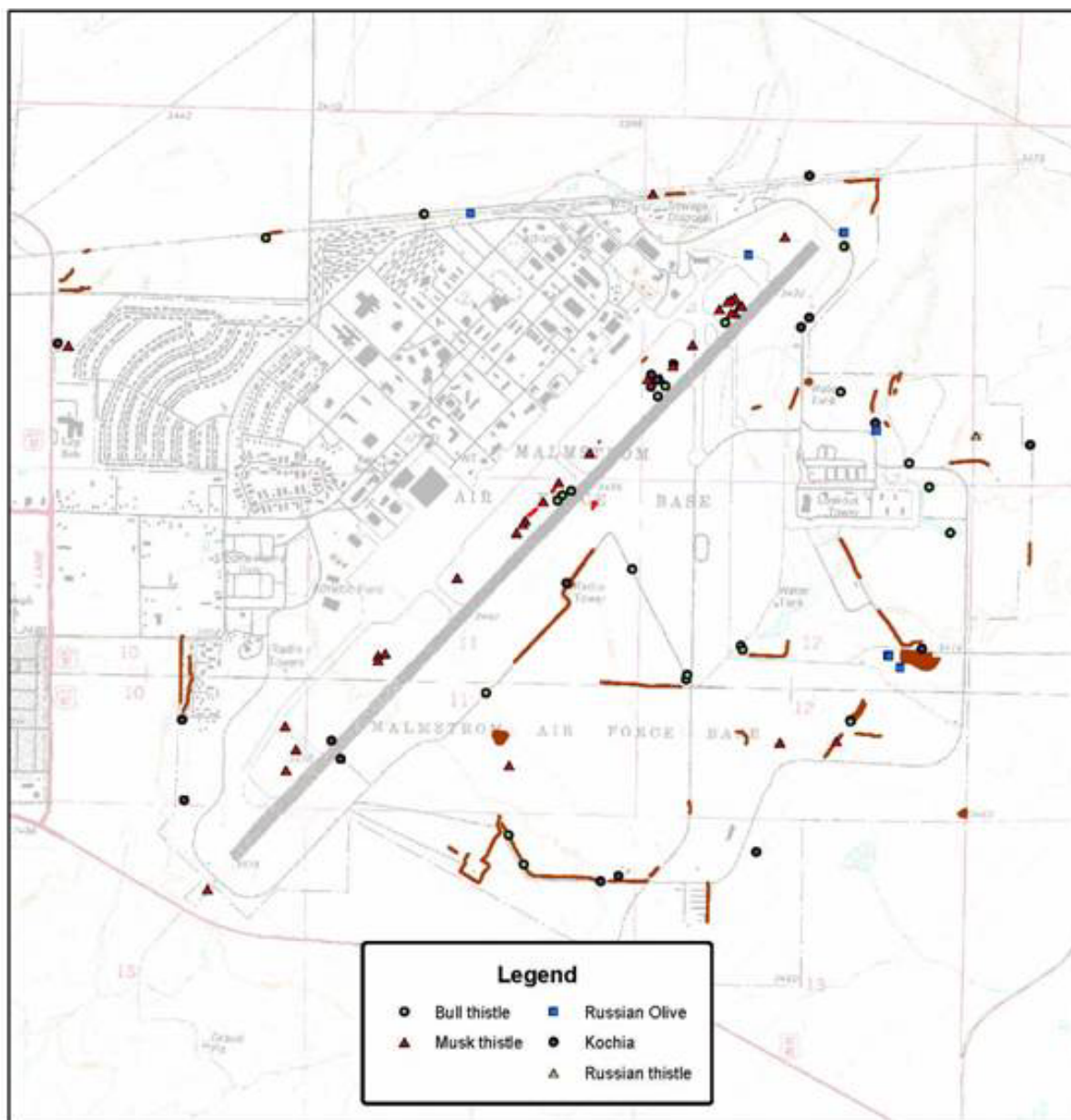
	Canada thistle	Leafy spurge	Dalmatian toadflax	Field bindweed	Spotted knapweed	Russian knapweed	Houndstongue	Hoary cress	Russian thistle	Kochia	Musk thistle	Bull thistle
<b>MALMSTROM AFB</b>												
<b>Main base</b>	3	2	1	3	3	1		1	2	2	1	1
<b>10<sup>TH</sup></b>												
<b>MAF A-1</b>	2			2					2	2		
<b>MAF B-1</b>	2			2								
<b>MAF C-1</b>	3			2	1			3	2	2	2	
<b>MAF D-1</b>	3			2					2	2		
<b>MAF E-1</b>	3			3								
<b>LF A-6</b>	2			2							2	2
<b>LF D-5</b>	2			3					2	2		
<b>12<sup>TH</sup></b>												
<b>MAF F-1</b>	2			1						1	1	
<b>MAF G-1</b>	3			3	2		1					
<b>MAF H-1</b>	1			1					3	1		
<b>MAF I-1</b>	3				2					3		
<b>MAF J-1</b>	1			2						2		
<b>LF F-7</b>	1										1	
<b>490<sup>TH</sup></b>												
<b>MAF K-1</b>	2			2	2							2
<b>MAF L-1</b>	3			3	2		2					
<b>MAF M-1</b>	3			3	2							
<b>MAF N-1</b>	2			3						2		
<b>MAF O-1</b>	2			3	2		1		2			
<b>LF K-2</b>	3									2		
<b>564<sup>TH</sup></b>												
<b>MAF P-0</b>	3					2		1		2		
<b>MAF Q-0</b>	1				1					1		
<b>MAF R-0</b>	2									2		
<b>MAF S-O</b>	1			1						1		
<b>MAF T-0</b>	3				3					2		
<b>LF S-37</b>	1									1		

1 =  
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Abunda  
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**Figure 1.** Noxious plant species at Malmstrom AFB.



**Figure 2.** Other invasive plant species at Malmstrom AFB.





## 4.0 INVASIVE AND NOXIOUS PLANT SPECIES OF concern

### 4.1 CANADA THISTLE (*Cirsium arvense*)

Canada thistle was the most ubiquitous noxious plant species and was consistently found across Malmstrom AFB (Figure 1), and at all of the MAFs and LFs (Table 1). Infestations were especially heavy in the northeast corner of the base where stockpiles are being used for construction, in the northwest corner, and throughout the drainage north of the weapons storage facility. Individuals were also found along the runway and taxiway. At the MAFs, Canada thistle infestations were especially dense around sewer lagoons that were constructed with rock banks.

#### 4.1.1 Identification



**Figure 3.** Canada thistle.

Canada thistle is a member of the Asteraceae Family. It is listed as a noxious weed by the U.S. Federal Government and the State of Montana.

Canada thistle is an herbaceous perennial in the aster family with erect stems 1½-4 feet tall, prickly leaves, and an extensive creeping rootstock. Stems are branched and are often slightly hairy and ridged. Leaves are lance-shaped, irregularly lobed with spiny, toothed margins. Leaves occur singly and alternately along the stem. Rose-purple, lavender, or sometimes white flower heads generally appear from June through October and occur in rounded, umbrella-shaped clusters (Figure 3). The small,

dry, single-seeded fruits of Canada thistle, called achenes, are 1-1½ inches long, and have a feathery structure attached to the seed base (<http://www.nps.gov/plants/alien/herbs.htm>).

Canada thistle rosettes require at least 14 hours of daylight to bolt and flower. Growth is limited or stopped when temperature exceeds 85° F for extended periods (Lym and Christianson 1996). The plant grows best in the northern regions of North America preferring moderate temperatures and rainfall. Although it will grow in a wide range of soils, Canada thistle produces deeper roots in clay or muck soils than in sand or gravel (Lym and Zollinger 2000). The plant is dioecious meaning cross-pollination is necessary for seed production. Male flowers tend to be slightly smaller than female. The flowers are numerous but small, usually less than 1 inch in diameter. Canada thistle is easily identified by the small, numerous, clustered, often lilac colored, and very fragrant flowers. Involucre bracts are oval shaped with short spines.

#### 4.1.2 Origin and Distribution

Canada thistle is a native of the Mediterranean region, southeast Europe, North Africa, and central Asia. It may have been introduced into North America in contaminated hay and grain seed during early colonization in the 17th century (Lym and Christianson 1996). Canada thistle has spread so extensively that it is difficult to distinguish the plant's original native range. The plant has become very well established in North America and is now considered a noxious weed in 35 states. It is also found in much of Canada, for which it was named.



### 4.1.3 Management Considerations and Options

Many native species of thistle occur in the U.S., some of which are rare. Because of the possibility of confusion with native species, Canada thistle should be accurately identified before any control is attempted.

Canada thistle grows best in the northern regions of North America where temperature and rainfall are moderate (Lym and Zollinger 2000). It produces an abundance of bristly plumed seeds which are easily dispersed by the wind. The flowers produce from 40 to 80 seeds per head. The smooth, light brown to straw colored achenes are 0.1 to 0.2 inches long with a conical point and are loosely attached to a tannish pappus at the tip. The seeds are able to germinate within 8 to 10 days after pollination. (Lym and Christianson 1996) Most of the seeds germinate within a year, but some may remain viable in the soil for twenty years or more. Vegetative reproduction in Canada thistle is aided by a fibrous taproot capable of sending out lateral roots as deep as 3 feet below ground, from which shoots sprout up at frequent intervals. It also readily regenerates from root fragments less than an inch in length.

Management of Canada thistle can be achieved through hand cutting, mowing, controlled burning, and chemical means, depending on the level of infestation and the type of area being managed. Due to its perennial nature, entire plants must be killed in order to prevent regrowth from rootstock (<http://www.nps.gov/plants/alien/herbs.htm>).

#### **Physical Control – Manual/Mechanical Methods**

Plowing roots increases the number of plants. Hand cutting of individual plants or mowing of larger infestations should be conducted prior to seed set and must be repeated until the starch reserves in the roots are exhausted (<http://www.nps.gov/plants/alien/herbs.htm>).

#### **Physical Control – Prescribed Burning**

Because early season burning of Canada thistle can stimulate its growth and flowering, controlled burns should be carried out late in the growing season (<http://www.nps.gov/plants/alien/herbs.htm>). The extensive root system allows the plant to survive major disturbances and the roots are also able to survive fires of varying severity. New shoots are produced and Canada thistle can colonize recently burned sites that have exposed bare soil (Zouhar 2001). Canada thistle may change the fire ecology of the site due to its abundant, flammable, aboveground biomass. This should be considered with any burn plans at Malmstrom AFB because of the abundance of this species in some locations.

#### **Biological Control – Insects/Pathogens**

Many insects, a few nematodes, and the American Goldfinch have been reported to feed on various parts of Canada thistle. Most of these do very little damage. Three insects from Europe have been studied for biological control - *Altica carduorum* (flea beetle), a leaf feeder, has not established well. Adults of the beetle *Ceutorhynchus litura* F. eats young thistle shoot, but do little damage. The fly, *Urophora cardui* L. is the most promising biological control agent. Eggs are laid in the terminal buds and galls develop which divert nutrients and stress the plant. Many microorganisms have been found associated with Canada thistle, but no potential biocontrol agents are known (Bultsma *et al.*, 1991).

#### **Biological Control – Grazing**

Controlled and rotational grazing can prevent establishment. Overgrazing makes areas more susceptible to infestation by weakening desirable species.

## **Chemical Control**

Research at Colorado State University (CSU) shows that picloram (Tordon 22K), clopyralid plus 2,4-D (Curtail), clopyralid (Transline), dicamba (Banvel/Vanquish/Clarity), 2,4-D and chlorsulfuron (Telar) are effective against Canada thistle. Use of these herbicides should take occur in combination with cultural and/or mechanical controls (Beck 2000).

Banvel/Vanquish/Clarity, and 2,4-D may be used on pastures, rangeland and non-crop areas which works for Malmstrom AFB cattle allotments. CSU data found that Banvel/Vanquish/Clarity or Telar are effective when combined with 2,4-D as a split-season application (Beck 2000).

Apply 2,4-D at 2 quarts per acre (A) in spring when Canada thistle is 10 to 15 inches tall, in pre-bud to early bud growth stages. Re-treat in the fall with Banvel/Vanquish/Clarity at 2 quarts/A or Telar at 1 ounce/A to any re-growth. Use a surfactant (0.25 percent to 0.5 percent v/v) with Telar for adequate control. Banvel/Vanquish/Clarity may be applied in early spring when Canada thistle is in the rosette stage at 2 quarts/A. Tordon at 1 quart/A or Tordon plus 2,4-D at 1 quart plus 1 quart/A is effective during active growth. Fall applications after a first frost are especially effective (Beck 2000).

Curtail and Transline are effective as a spring application after all Canada thistle plants have emerged. Apply Curtail at a rate of 2 to 3 quarts/A when the oldest Canada thistle plants are entering the bud growth stage and the youngest are in the rosette to bolting growth stages. Apply Transline at 2/3 to 1 pint/A when the plants are in the rosette to bud growth stages. Transline at 1 pint/A also is effective when applied in fall (Beck 2000).

Research at CSU shows that the performance of Curtail to control Canada thistle can be improved when preceded by two or three mowings at about one month intervals. Apply Curtail at 2 to 3 quarts/A in October or about one month after the third mowing. This regimen needs to be followed for two consecutive years (Beck 2000).

### **4.2 LEAFY SPURGE (*Euphorbia esula*)**

Leafy spurge was found in several dense populations at Malmstrom AFB (Figure 1). The heaviest infestations were found at the northeast corner of the base and at the northeast end of the runway. An isolated patch was found on the west side of the horse facility. No leafy spurge was found at any of the MAFs or LFs (Table 1).

### 4.2.1 Identification

Leafy spurge is a member of the Euphorbiaceae Family (Spurge family). The plant is characterized by a white milky latex found in all plant parts that can cause blisters and dermatitis in humans, cattle, and horses. It is a perennial, erect, branching herb growing 2 to 3½ feet tall that spreads both by seed and creeping roots. Leafy spurge has smooth stems and showy yellow flower bracts (Figure 4)

(<http://www.nps.gov/plants/alien/herbs.htm>). Stems frequently occur in clusters from a vertical root that can extend 20 feet underground. The leaves are small (4 inches long), and oval to lance-shaped. They are somewhat frosted, and slightly wavy along the margin. The flowers are very small and are supported in greenish-yellow structures surrounded by yellow bracts.

Clusters of these yellowish green, heart-shaped bracts open in late May or early June. The actual flowers do not develop until mid-June. When the ripe seed capsules are touched, they rupture, spreading seeds as far as 15 feet. Leafy spurge also reproduces by vegetative root buds.



**Figure 4.** Leafy spurge flower

### 4.2.2 Origin and Distribution

Leafy spurge came to America from Eurasia in the early 1800s, possibly in contaminated seed (Simonin 2000). It was first recorded in Massachusetts in 1827. Leafy spurge occurs across much of the northern U.S., including extensive infestations reported in Montana, North Dakota, Nebraska, South Dakota, and Wyoming (<http://www.nps.gov/plants/alien/herbs.htm>).

### 4.2.3 Management Considerations and Options

Control of leafy spurge is difficult to control due to high genetic variability, even within the same plant. This enables the species to adapt quickly to localized conditions. The plant avoids direct competition by early and late-season growth when many other plants are dormant and by the deep root systems (<http://www.mtweed.org/index.html>).

A combination of management methods is essential to return leafy spurge-infested ground to a productive state. The key to control leafy spurge, or any creeping perennial, is to exhaust the root nutrient stores. Persistence is imperative to gain control or achieve eradication (Beck 2000).

Leafy spurge is persistent by nature and is able to regenerate from small pieces of root. Biological controls are highly promising and several systemic herbicides have been found to be effective. The herbicides work best if applied in June, when the flowers and seeds are developing, or in early to mid-September, when the plants are moving nutrients downward into the roots. A combination of chemical treatment in the fall followed by a spring burn to reduce seed germination may be an effective strategy for reducing infestations. Since multiple treatments are necessary every year for several years, leafy spurge control can be extremely expensive. The species can reinfest rapidly if left uncontrolled for even a single year. The best management method is to combine controls over a 4 to 5 year period (<http://www.nps.gov/plants/alien/herbs.htm>).

### **Physical Control – Manual/Mechanical Methods**

Leafy spurge is able to regenerate from small pieces of root so tilling should be used in conjunction with other methods. Tilling can lower stored root reserves but creates an ideal seedbed for seeds germinating throughout the entire growing season. Mowing is ineffective and is not a recommended control method.

### **Physical Control – Prescribed Burning**

As a non-native species, leafy spurge has no historic fire regime in North America but it may alter fire intensity within the communities where it occurs. Leafy spurge contains 7 to 9 % oil, producing nearly as much energy (7758 BTU per pound (4306 kcal/kg)) as wood when combusted (Simonin 2000).

Fire top-kills leafy spurge but the plant has the ability to sprout from the root crown and roots. Fire may also increase leafy spurge density by stimulating sprouting of dormant buds along the extensive rhizome and root system. Herbicide treatment in the fall followed by prescribed fire in the spring may help control leafy spurge (Simonin 2000).

Leafy spurge also establishes through seed after fire, although fire may reduce germination. Spring and fall burns within the Little Missouri Grassland of North Dakota reduced germination of leafy spurge seed compared to unburned controls. Spring burns reduced germination more than fall burns but may increase vegetative growth after burning. July evaluations after early spring burning (April 23, May 2, May 14, May 26) in Nebraska showed a significant ( $p < 0.04$ ) increase in leafy spurge stem densities (Simonin 2000).

Fire enhances the effect of herbicides on leafy spurge impacting the vegetative growth stimulated by burning. Picloram and 2,4-D applied in the fall after spring prescribed fire provided good control of leafy spurge seedlings within the Little Missouri National Grassland (Simonin 2000).

Burning after the application of herbicides may also control leafy spurge. In an evaluation of the combined effects of herbicide and prescribed fire conducted in Minnesota, the application of picloram plus 2,4-D followed by burning resulted in 100% control after 2 years. After the 2-year period, annual grasses dominated the burned plots (Simonin 2000).

### **Biological Control – Insects/Pathogens**

Leafy spurge has shown great response to the use of biological control methods. There is a wide spectrum of control organisms within its native Eurasian habitat. The U.S. Department of Agriculture has shown success using six natural enemies of leafy spurge imported from Europe. These include a stem and root-boring beetle (*Oberea erythrocephala*), four root-mining flea beetles (*Aphthona* spp.), and a shoot-tip gall midge (*Spurgia esulae*). Federal and State officials in many northern states cooperatively use large-scale field-rearing and release programs. Herbicide treatment has more immediate results but, if pesticide use is minimized, large numbers of these natural enemies build up within a few years with impressive results. A combination of insects will be necessary to adequately control leafy spurge. Insects would be the best control method in areas where herbicide use is difficult or risky (Beck 2000).

### **Biological Control – Grazing**

Sheep and goats provide an alternative to herbicides for controlling leafy spurge top growth in pasture and rangeland. Grazing alone will not eradicate spurge but will reduce the infestation and slow the spread of the weed. Grazing should be started early in the spring when the plant first emerges. On large infestations, areas should be divided so animals can be rotated and the entire infestation grazed in a timely manner (Lym and Zollinger 1995).

Sheep and goats are best suited to control leafy spurge on large infestations. Research at North Dakota State University (NDSU) has shown that grazing leafy spurge with goats followed by a fall herbicide treatment provided better control than either method used alone. The goats grazed until mid-August, and then were removed to allow 3 to 4 inches of leafy spurge regrowth. Tordon plus 2,4-D was then applied at 0.5 plus 1 pound per acre (1 quart plus 1 quart of a 4 pound-per-gallon concentrate) in mid-September. Leafy spurge density was reduced over 95 percent when this program was followed over a three-year period (Lym and Zollinger 1995).

Research conducted by USDA-ARS scientists in Idaho suggests goats are better than sheep for controlling leafy spurge. Goats can be used anytime during the growing season and they grazed leafy spurge equally regardless of plant density. Sheep consumed less leafy spurge as plant density increased. Goats readily graze the plant immediately while sheep sometimes require a two to three week adjustment period to begin grazing (Lym and Zollinger 1995).

### **Chemical Control**

Tordon is the most effective herbicide for leafy spurge control. Treat large, readily accessible areas with 1 quart/A for three to four consecutive years. More remote areas may be treated with 2 quarts/A for two consecutive years or once every other year for three years, depending on how the leafy spurge recovers. Always monitor infestations. If shoot control is less than 75 percent retreat with 1 quart/A of Tordon (Beck 2000).

Tordon may be tank-mixed with 2,4-D to provide adequate control. Apply 1 to 1.5 pints of Tordon with 1 to 1.5 quarts/A of 2,4-D in spring when leafy spurge flowers. This application over a three to five year period provided 80 to 90 percent leafy spurge shoot control. Cattle will feed in the area again (Beck 2000).

Banvel/Vanquish/Clarity also is effective against leafy spurge. Apply 2 quarts/A in spring for three consecutive years. Control is typically not very good in the first year but improves over the next two years. Once control is achieved a maintenance schedule that uses low rates of Banvel/Vanquish/Clarity plus 2,4-D (4 to 8 ounces plus 0.5 to 1 quart/A), or Tordon + 2,4-D (1 pint + 1 quart/A) as needed can be used to keep infestations under control. Plant injury or death can occur when using soil-active herbicides such as Tordon or Vanquish/Clarity near windbreak plants or other desirable woody vegetation. Also, be careful of herbicide drift onto desirable woody vegetation for the same reasons (Beck 2000).

Recently, Plateau (imazapic) was registered to control leafy spurge in noncrop areas. It can be used safely around trees but may temporarily injure cool-season perennial grasses. Apply Plateau at 8 or 12 fl. oz/A in fall, followed by 4 fl. oz/A the following spring at flowering. Add a methylated seed oil at 2 pints/A to the spray solution. A liquid nitrogen fertilizer solution may be added to the spray mixture to increase weed control, but it may increase cool-season perennial grass injury (Beck 2000).

The use of herbicides (picloram plus 2,4-D) with or without burning provided better control of leafy spurge than burning alone within a mixed-grass prairie in North Dakota (Simonin 2000). Proper timing of herbicide application is imperative for optimum leafy spurge control. Research from NDSU found that Tordon 22K (picloram) 2,4-D, Banvel/Vanquish/Clarity (dicamba) were most effective when applied in spring when true flowers emerge (not just bracts). Applying herbicides in the fall to leafy spurge regrowth also works well (Beck 2000).

Roundup (glyphosate) is most effective when applied at one month intervals (1.0 quart per acre (A)) in conjunction with fall grass seeding. The first application should be at the beginning of June and a second application one month later. Occasionally, leafy spurge will recover from these Roundup treatments so an application of 2,4-D (2.0 quart/A) in September can control regrowth.

### **4.3 DALMATIAN TOADFLAX (*Linaria dalmatica*)**

Dalmatian toadflax was only found on the east side of the base (Figure 1). The heaviest infestation was in a highly disturbed area. Dalmatian toadflax was not present at any of the MAFs or LFs.

#### **4.3.1 Identification**

Dalmatian toadflax is in the Family Scrophulariaceae (Figwort family). Some common names include Dalmatian toadflax, toadflax, yellow toadflax, butter-and-eggs, wild snapdragon, and common toadflax. Dalmatian toadflax is an herbaceous perennial with stems that are somewhat woody at the base and smooth toward the top. Stems can grow 2 to 3 feet or taller. The leaves and stems are waxy with a whitish or bluish cast. The leaves are clasping and usually heart-shaped, but can vary from broad to lanceolate. The snapdragon-shaped flowers grow at the bases of upper leaves, are bright yellow with an orange center, and have a spur on the end that is approximately as long as the rest of the flower (Figure 5). The fruit is a capsule with 2 locules and many seeds. The seeds are winged, tetragonal to discoid-compressed and dark brown to black (<http://www.mtweed.org/index.html>).



**Figure 5.** Dalmatian toadflax

A single Dalmatian toadflax plant can produce up to 500,000 seeds. Seed dispersal begins as early as July in northern climates and continues into winter. Seed production can begin while the plant is still in various stages of bloom (<http://www.mtweed.org/index.html>).

Individual Dalmatian toadflax plants are thought to live an average of 3 to 5 years and patches can persist for 13 years or more under favorable conditions (Zouhar 2003).

#### **4.3.2 Origin and Distribution**

Dalmatian toadflax occurs from the Dalmatian coast of the former Yugoslavia to Romania, Bulgaria, Albania, Greece, Crete, Turkey, Azerbaijan, Syria, Iran, and Iraq. Its Old World latitudinal range is roughly 35° N to 47° N very close to the North America latitudinal range of 35° N to 56° N (Zouhar 2003).

The species is found in at least 15 states and six Canadian provinces. Dalmatian toadflax was introduced as an ornamental from Europe and has rapidly invaded dry rangeland at elevations from 5,000 to 6,500 feet (Zouhar 2003).

### 4.3.3 Management Considerations and Options

Dalmatian toadflax is an aggressive and highly competitive noxious weed that was introduced into North America as an ornamental and used for fabric dyes and folk remedies. The plants soon escaped from gardens to infest farmland, pastures, and rangeland across the United States and Canada, displacing native plant species, livestock forage, and wildlife habitat. Unfortunately, toadflax continues to be sold commercially as an ornamental plant, and is recommended for arid, low water use landscape plantings. Toadflax thrives in a wide range of habitat types and climate zones and is expensive and extremely difficult to manage, partly because of localized biotypes that respond differently to herbicides and other management tactics. Dalmatian toadflax is especially well adapted to arid sites and can spread rapidly once established. Because of its deep, extensive root system, waxy leaf, and heavy seed production, this plant is difficult to manage.

#### **Physical Control – Manual/Mechanical Methods**

Control can be obtained using clean cultivation, but requires 8-10 cultivations for the first year and 4-5 cultivations in the second year. Planting competitive perennial and winter annual grasses is also required.

Hand pulling works well for controlling small infestations in sandy soils. This method needs to be repeated every year for 5-6 years to deplete the remaining root system of carbohydrate reserves (Lajeunesse). Cultivating beginning in early June and repeating every 7-10 days for at least 2-3 years is another control method.

#### **Physical Control – Prescribed Burning**

Fire is not a recommended method of control for Dalmatian toadflax. Root buds and buried seeds are unaffected and the competitiveness of the toadflax is increased by removing desirable plants. Removal of top growth also stimulates production of vegetative shoots. Scorching of floral stalks using propane burners can help prevent seed production.

#### **Biological Control – Insects/Pathogens**

Currently, no biological control agents are considered widely effective. *Calophasia lunula*, a defoliating moth, is well-established in Washington and reportedly provides good control (William *et al.* 1996).

#### **Biological Control – Grazing**

Some reports indicate Dalmatian toadflax is poisonous and may be harmful to livestock. Dalmatian toadflax is considered unpalatable so reports of livestock poisoning are uncommon. Preliminary results of field trials in Montana show that sheep can be used to help suppress stands of Dalmatian toadflax and limit seed production. Because the infestation of Dalmatian toadflax is small at Malmstrom AFB, this method is not likely to work well unless other plant species are also targeted for grazing control at the same time.

#### **Chemical Control**

Herbicides registered for control of Dalmatian toadflax include dicamba, 2,4-D, and picloram. Picloram at 2 lb/acre controlled Dalmatian toadflax for two years. Combinations of picloram at lower rates with fluroxypyr also are effective. Repeated applications of dicamba may be necessary to achieve complete control. Studies have found that the best time for application is when the



carbohydrate reserves are lowest. For Dalmatian toadflax, the reserves are generally highest in the fall at the end of the growing season, and are lowest in summer during the beginning of flowering.

#### **4.4 FIELD BINDWEED (*Convolvulus arvensis*)**

Field bindweed was found along all of the major roadways, the railroad tracks, and within areas that have been disturbed on Malmstrom AFB (Figure 1). Most of the MAFs and LFs also had infestations (Table 1).

##### **4.4.1 Identification**



Field bindweed is a member of the Convolvulaceae Family (morning-glory family). Common names are morningglory, creeping jenny, European bindweed, perennial morningglory, smallflowered morning glory, cornbind, ropebind, withywind, bearwind, Jack-run-in-the-country, devil's garters, and hedge bells.

Bindweed is a prostrate or twining, pubescent, perennial herb with a deep taproot and rhizomes (Figure 6). The leaves are alternate, simple, and net-veined. The blades have palmate major veins and are ovate to oblong with entire margins and a truncate to hastate base. The flowers

**Figure 6.** Field bindweed.

are perfect, axillary, and 1-4 in a group with 2 bracts below each flower. The petals are funnel-shaped, 0.6-1.2 inches wide and long, white to pinkish or purple. The flower parts are in fives and the fruit is a capsule with 2-4 three-angled, chocolate-brown seeds (Zollinger and Lym 2000).

##### **4.4.2 Origin and Distribution**

Field bindweed is found wild throughout Europe, Siberia, China, Persia, India, and Chile. It is widespread in North America where it has been introduced. This species probably arrived in the United States from Europe in seeds and/or ballast from ships. In the United States, field bindweed's range extends from California, throughout the Pacific Northwest, the Intermountain region, the Great Plains, south into Arizona and Texas, in all states east of the Mississippi River, and is adventitious in Hawaii. Field bindweed occurs in the southern provinces of Canada from the East Coast across the plains to the West Coast.

##### **4.4.3 Management Considerations and Options**

Field bindweed is a twining, fast-growing plant that can reproduce by seeds and asexually by rhizomes. It is considered one of the ten worst weeds in the world and can grow in cultivated fields, waste areas, and often in the edges of forests. Soil pasteurization is recommended to establish a clean seedbed for native plants. Long-lasting control of field bindweed is achieved by utilizing biological, mechanical, and chemical methods. Tillage has been less successful as a control method since bindweed has a very extensive root system and seed longevity. Combining tillage with fall cover crops would be more successful (Zollinger and Lym 2000).

##### **Physical Control - Manual/Mechanical Methods**

Field bindweed is difficult to control mechanically. Some studies indicate that 20 to 25 cultivations over a period of two to three years may be necessary to control this plant. Mechanical control is not a



good option since plants are able to reproduce from roots, and seed remain viable in soil for long periods (Zollinger and Lym 2000).

### **Physical Control - Prescribed Burning**

Field bindweed has deeply growing rhizomes that escape injury or death from fire. Vegetative growth will rapidly sprout from these protected rhizomes. No studies have been done exclusively on field bindweed using prescribed burning. Fire top-kills the plant but its deep rhizomes would survive most fires. Seventy percent of the roots of the plant are in the top 6 inches of soil. Low to moderately severe fires could set back plant growth or kill plants that lacked extensive rhizomes (Pavek 1992).

Field bindweed sprouts from the surviving rhizomes after fire has killed the vegetation. Plants sprout after spring or summer burning and continue to grow until fall frosts. Once vegetative growth is restored, rhizomes extend and continue to create dense colonies. Since field bindweed seed can germinate after several decades, any buried seed that survives fire would sprout whenever it is brought to the surface. Because seed survives digestive tracts, small mammals and birds transport seed onto burned sites. Seed scarification occurring by stomach acids and fire scarification of surviving seed could enhance or promote germination (Pavek 1992).

### **Biological Control - Insects/Pathogens**

Currently, there are no approved biological control agents for field bindweed. Research is being done on various fungal pathogens for the plant. These pathogens are *Altenaria brassicae*, *Bartalinia robillardoides*, and *Myrothecium roridum* from India. In one study, the fungus *Phomopsis convolvulus* killed 95 percent of field bindweed seedlings. Insects such as *Galeruca rufa*, *Eriophyes sp.*, *Spermophagus sericeus*, and *Erysiphe convolvuli* have been introduced from Europe with mixed levels of control (Pavek 1992).

### **Biological Control - Grazing**

Field bindweed is consumed by ungulates, small mammals, and birds. Analysis of rumen samples showed that field bindweed was consumed by 30 percent of the individuals in one white-tailed deer population in Montana (Pavek 1992). Grazing may only help spread the seed and is not an effective control method.

### **Chemical Control**

Mature field bindweed responds well to chemical control. Chemical choice depends upon the extent of infestation, land use, and proximity to water. Some effective chemicals used are 2,4-D, dicamba, picloram, or chlorates (Pavek 1992).

The seeds of field bindweed are impervious to water and water-soluble chemicals. After herbaceous growth is killed, seed bank reserves will continue the infestations and seedlings must be controlled. Seedlings are susceptible to 2,4-D or glyphosate. Most options that exist for chemical control of bindweed will also damage desirable plants in treatment areas. Glyphosate and dicamba work best when applied repeatedly at moderately high rates. For glyphosphate high rates would be considered 2.7 - 4.5 lbs/A and for dicamba apply at a rate of 4 lbs/A. The early flowering period when moisture levels are low is the most successful time to apply chemicals. Even at high rates of application, repeated applications may be necessary. 2,4-D applied at 3.5 lb/A has also been used on field bindweed, but is generally less effective than glyphosate and dicamba (Zollinger and Lym 2000).

#### 4.5 SPOTTED KNAPWEED (*Centaurea maculosa*)

Spotted knapweed was found throughout Malmstrom AFB, but most heavily in the northwest corner of the base in the area used as a materials source, along the runway and taxiway, and at the northeast end of the runway (Figure 1). This knapweed was also found at nine of the MAFs, typically along the approach roads (Table 1). It is possible that the infestations at the MAFs came from vehicles traveling from the main base.

##### 4.5.1 Identification

Spotted knapweed is a member of the Asteraceae Family (Sunflower). Its name is derived from the spots formed by black margins on the flower bract tips.



**Figure 7.** Spotted knapweed rosette.

Spotted knapweed is a biennial or short-lived perennial reproducing solely by seeds. The seeds are brownish, less than 1/4 inch long, notched on one side of the base, with a short tuft of bristles at the tip. The seeds may germinate from spring through early fall. Seedlings emerging in the fall often overwinter as a rosette of leaves (Figure 7), resuming growth again in the spring competing for moisture and nutrients. The plant grows 2 to 4 feet tall and bears alternate, pale green leaves that are 1 to 3 inches long. Leaf margins of the lower leaves are divided and smooth while the surface of the leaf is rough. The upper leaves are linear in shape. Stems are erect and rough, with slender

branches. Numerous flowers are produced from early July through August. Flowers are pink to light purple and are borne on tips of terminal or axillary stems (Figure 8). The flower petals are surrounded by stiff, black-tipped bracts, giving the flower head a spotted appearance, thus the name (Figure 8). Spotted knapweed can be distinguished most easily from Russian knapweed on the basis of floral characteristics. Russian knapweed, a long-lived perennial of the same genus, has smaller flowers and does not have black mottling on the flower bracts (Lym and Zollinger 1992).

##### 4.5.2 Origin and Distribution

Spotted knapweed is native to Central Europe, east to central Russia, Caucasia, and western Siberia. The plant was introduced to North America from Eurasia as a contaminant in alfalfa and possibly clover seed.

Discarded soil used as ship ballast was also a pathway for introduction. It was first recorded in Victoria, British Columbia in 1883 and spread further in domestic alfalfa seeds and hay before it was recognized as a serious problem. Knapweed now infests several million acres of grazing land in the northwestern United States and Canada (Carpinelli 2003).

**Figure 8.** Spotted knapweed flowers.

Spotted knapweed infestations have been found primarily along highways, waterways, railroad tracks, pipelines, and recently installed utility lines in the western part of the United States. The infestations can largely be traced to seed or hay brought in from other states, especially Montana and Minnesota, where large areas have been infested with spotted

knapweed. Researchers in other areas have observed that spotted knapweed may remain for several years in a confined location and then spread rapidly to adjacent areas.

Spotted knapweed is found in precipitation zones receiving 8 to 80 inches of rain annually and at elevations up to 10,000 feet and occasionally higher. It prefers well-drained, light-textured soils that receive summer rainfall. Spotted knapweed can be found in open forests dominated by ponderosa pine and Douglas fir, and prairie habitats dominated by Idaho fescue, bluebunch wheatgrass, and needle-and-thread grass. This plant is capable of invading well managed rangelands as well as disturbed areas but does not compete well with vigorously growing grass in moist areas. In seasonally dry areas, spotted knapweed's taproot allows it to access water from deep in the soil, beyond the reach of more shallowly rooted species (Carpinelli 2003).

#### **4.5.3 Management Considerations and Options**

Spotted knapweed is an aggressive, introduced weed species that rapidly invades pasture, rangeland, and fallow land. The weed is a prolific seed producer with 1000 or more seeds per plant. Seed remains viable in the soil five years or more, so infestations may occur a number of years after vegetative plants have been eliminated. Spotted knapweed has few natural enemies and livestock will graze it only when other vegetation is unavailable. The plant releases a toxin that reduces growth of forage species. Areas heavily infested with spotted knapweed may need to be reseeded once the plant is controlled.

##### ***Physical Control – Manual/Mechanical Methods***

Manual control techniques may be preferred in some areas with spotted knapweed infestations. A cooperative effort in one area has successfully used several manual control approaches including propane torching of seedlings early in the season, hand digging with small tools, mulching with black plastic, and mowing with weed eaters.

Spotted knapweed does not persist under annual cultivation or in irrigated alfalfa. This is not a widely applicable solution for infested wildland, rangeland, or prairie. Mowing, hand-pulling, planting competitive species, and good range management may reduce the spread of spotted knapweed, but tends not to eliminate well established stands. Tillage may lead to the spread of spotted knapweed. This happens in mature stands since tillage disturbs the soil, creating a weed seed bed from for the seed bank to emerge. To increase success rates, tillage should be followed by seeding with a strongly competitive grass-legume mixture (Zouhar 2001).

Consistent hand pulling can control spotted knapweed, but it is time consuming and labor intensive. The entire plant must be removed before seed production, and flowering plants should be removed from the site so seeds cannot disperse. Only severe defoliation reduced spotted knapweed root, root crown, and aboveground growth when done in greenhouse conditions. Spotted knapweed plants can produce flowers even when clipped monthly from June through September. Mowing diffuse and spotted knapweed in Canada at the bud stage, flowering stage, or once at bud stage and again at flowering reduced the number of plants producing seed by 77, 99, and 96% compared to untreated plants. The mowing and clipping treatments also reduced germination of the seeds by approximately 79%. A single mowing at the flowering or seed stage resulted in an 83-85% decrease in adult spotted knapweed density at two sites in western Montana. The long-term effects on plant densities are as yet unknown, but repeated annual mowing may shift the competitive balance in favor of desired grasses.

Rolling plots with a pasture roller, burning, mowing, or harrowing treatments had no effect on the spotted knapweed seedbank at two sites in Montana (Zouhar 2001).

### **Physical Control – Prescribed Burning**

Low severity fire will not kill spotted knapweed plants or seeds but severe burns may reduce seed germination. Burning will top-kill spotted knapweed and stress the plant. However, the sturdy perennial taproot can survive and resprout (Zouhar 2001).

Prescribed burning with herbicide application may increase the efficacy of the herbicide as well as stimulate growth from competitive species. A study involving defoliation, picloram, and fertilizer combinations found increased densities of spotted knapweed at intermediate fertilizer application rates, and better grass growth at higher fertilizer application rates. Alternating spring/fall defoliation resulted in higher spotted knapweed density and biomass than did annual spring or fall defoliation. Fall defoliation alone appeared to be the best for minimizing spotted knapweed.

### **Biological Control – Insects/Pathogens**

Biological control efforts for diffuse and spotted knapweed have been underway in North America since 1970 trying to stress spotted knapweed and shift the competitive advantage away from the weed to desirable grasses and forbs. Thirteen Eurasian insects have been introduced for the control of both spotted and diffuse knapweeds. Several are demonstrating some impact against one or both species. Eight of the insects attack the flower heads, while five attack the roots. These agents will work together to reduce viable seed production and stunt the overall growth and strength of the plants. No agents attack the rosette foliage or root crown. These structures are vulnerable to attack for at least one year before the plant can reproduce.

On sites in Montana where gall fly larvae (*Urophora affinis* and *U. quadrifasciata*) coexist, spotted knapweed seed production is reduced by at least 50%. Sulfur knapweed moth (*Agapeta zoenga*) and knapweed root weevil (*Cyphocleonus achates*) are causing noticeable reductions in density and vigor of spotted knapweed at several locations in western Montana. Future studies should focus on biological agents that are adapted to colder climates and a more vigorous plant.

Biological control efforts may also be hindered by indirect effects of herbivory, the consumption of herbaceous vegetation, on nontarget species. Herbivory on spotted knapweed had substantial negative, indirect effects on Idaho fescue when studied under two very different sets of experimental conditions. Moderate herbivory may stimulate compensatory growth in spotted knapweed, induce the production of defense chemicals that also had allelopathic effects, or stimulate root exudates that changed the relationship between knapweed and Idaho fescue through soil microbes (Zouhar 2001).

In west-central Montana *Urophora* spp. released as biological control agents for spotted knapweed are the primary food item in native deer mouse diets for most of the year and made up 84-86% of their winter diet. Deer mice and other predators may reduce *Urophora* populations below an effective threshold to control knapweed (Zouhar 2001).

The following table shows insects that have been established in North America for the control of spotted knapweed and the states or provinces in which they have been established or recovered (Zouhar 2001).

**Table 2.** Insects known to control spotted knapweed in Montana

Agent	Type	In addition to insect control agents, several microor
Sulfur knapweed moth ( <i>Agapeta zoegana</i> )	Root -boring moth	
Knapweed peacock fly ( <i>Chaetorellia acrolophi</i> )	Seedhead weevil	
Knapweed root weevil ( <i>Cyphocleonus achates</i> )	Root-boring/gall weevil	
Spotted knapweed seedhead moth ( <i>Metzneria paucipunctella</i> )	Seedhead moth	
Banded gall fly ( <i>Urophora affinis</i> )	Seedhead fly	
UV knapweed seedhead fly ( <i>Urophora quadrifasciata</i> )	Seedhead fly	

ganisms have been considered for potential control of spotted knapweed such as the fungi *Sclerotinia sclerotiorum*, *Fusarium avenaceum* and *F. oxysporum*, and the bacteria *Pseudomonas syringae*. A phytotoxin, maculosin, isolated from the black leaf blight fungus *Alternaria alternata*, was found to be the active ingredient in this host-specific pathogen of spotted knapweed, and has been synthesized in the laboratory. Maculosin appears to be highly toxic only to spotted knapweed and was being researched for potential field efficacy in 1993 though no work has been completed to date (Zouhar 2001).

### **Biological Control – Grazing**

Grazing of spotted knapweed by livestock is highest during spring and early summer when plants are green and actively growing in the rosette and bolt stages. As spotted knapweed matures and protein and digestibility decrease livestock grazing declines. Flower buds and seed heads may be grazed in the late summer. Domestic sheep may also graze rosettes in the fall. Domestic sheep will also eat large quantities of spotted knapweed in the spring and early summer in preference to grasses and other forbs. Sheep readily graze spotted knapweed in an infested pasture along with other plants. Sheep grazed spotted knapweed leaves but avoided stems. In sagebrush steppe rangeland in southeastern Idaho, spotted knapweed was consumed by domestic sheep throughout the year. Sheep grazing has been proposed as a potential control method for spotted knapweed.

### **Chemical Control**

Picloram (Tordon) at 0.25 to 0.5 pounds (1 to 2 pints)/A controls spotted knapweed plants and seedlings for two to three years. The residual control period tends to be shorter on gravel soils, in wet areas, and in soils with high organic matter. The rosette growth stage in the fall or in the bud to bloom stage in the spring is the optimum application time. Picloram cannot be used near water or where a sandy porous surface and substrata overlie ground water within 10 feet of the surface. Picloram spray cannot fall onto surface water, or the banks or bottoms of irrigation ditches, streams, or rivers (Lym and Zollinger 1992).

Dicamba (Banvel) at 1 to 2 pounds (1 to 2 quarts)/A gives good spotted knapweed control, but has a shorter residual control of seedlings than with picloram. To prevent reinfestation by seedlings an annual follow-up treatment of 2,4-D at 1.0 pound (1 quart of a 4-pound-per-gallon concentration) per acre for a minimum of two years may be needed (Lym and Zollinger 1992).

Clopyralid plus 2,4-D (Curtail) will provide good control of spotted knapweed with less soil residual than picloram or dicamba. Curtail works best applied in the fall at 0.19 plus 0.28 plus 1 to 1.5 pounds per acre (4 to 6 pints/A). A follow-up treatment the following year may be necessary to control seedlings, similar to dicamba (Lym and Zollinger 1992).

Picloram and dicamba are expensive treatments for large spotted knapweed infestations. The plant can be controlled in the rosette stage in the fall or early spring by 2,4-D low volatile ester, oil soluble amine, or water-soluble amine formulations at 2 pounds (2 quarts of a 4-pound-per-gallon concentration)/A. Application of 2,4-D after stem elongation of spotted knapweed is not very effective and no residual control is provided so annual spraying is necessary until spotted knapweed seed is no longer viable. This may require several years of annual treatment (Lym and Zollinger 1992).

#### 4.6 RUSSIAN KNAPWEED (*Acroptilon repens*)

Russian knapweed was found in occasional infestations at Malmstrom AFB (Figure 1). Only one MAF had a dense patch near the heli-pad (Table 1).

##### 4.6.1 Identification

Russian knapweed was originally, and sometimes still is, classified as *Centaurea repens* by North American taxonomists. Since this species does not share some characteristics common to the genus *Centaurea* it has been placed in the genus *Acroptilon*. Russian knapweed differs from *Centaurea*



**Figure 9.** Russian knapweed.  
([www.or.blm.gov/Prineville/weed/russian.htm](http://www.or.blm.gov/Prineville/weed/russian.htm))

species by a sub-basal attachment scar on the achene rather than a lateral scar, and a chromosome number that is restricted to a group of several species referred to as a segregate genus (<http://tncweeds.ucdavis.edu/esadocs/documnts/acrorep.rtf>).

Russian knapweed is a deep-rooted, rhizomatous, perennial forb. Also known as mountain bluet, Turkestan thistle, and creeping knapweed, this species can grow about two feet tall, spreading by seed and underground roots (Figure 9). The dark-colored roots can grow to depths of eight feet the first year and up to 23 feet the second growing season. Stems are thin and stiff, covered with soft short hairs. Rosette leaves are narrow at the base then widen toward the tip. Flower color varies from light pink to purple (Figure 9) (Duncan et al. 2001). The genus name *Acroptilon* means feathery tip, describing the plume-like bristle at the tip of the flower head bracts, and *repens* refers to the creeping growth of the rootstocks.

##### 4.6.2 Origin and Distribution

Russian knapweed is native to Mongolia, western Turkestan, Iran, Turkish Armenia, and Asia Minor. The plant can be found on every continent except Antarctica. In the southern former Soviet Republics Russian knapweed is listed as a serious noxious weed of dryland crops.

Russian knapweed was introduced into Canada around 1900 as a contaminant of alfalfa seed from Turkestan. It did not become a serious weed in Canada until 1928, spreading through knapweed-infested hay, and is now widespread in the southern portions of the four western provinces and southern Ontario. Russian knapweed introduction into the United States is also thought to be the result of impure Turkestan alfalfa seed and possibly sugarbeet seed. It was first discovered in California between 1910 and 1914. Russian knapweed has become widespread in the United States and can be

found in at least 412 counties in 21 states. It occurs most often in the semi-arid portions of the western U.S. and adjacent Canada. Infestations have been reported in South Dakota, Minnesota, and Virginia, with the worst-infestations in Montana, California, Idaho, Oregon, and Washington. In Montana, 39 counties throughout the state report infestations of Russian knapweed (<http://tncweeds.ucdavis.edu/esadocs/documnts/acrorep.rtf>).

#### **4.6.3 Management Considerations and Options**

The most effective method of control for Russian knapweed is to prevent its establishment through proper land management since the healthier the natural community, the less susceptible the area is to invasion. Infested locations should be monitored three times a year, spring through fall, destroying all plants immediately. It is important to kill all of the plants in the targeted area since Russian knapweed is so persistent.

Infestations of Russian knapweed can survive indefinitely through their extensive root system. A stand in Saskatchewan has survived for almost 100 years. Some stands have been known to survive for more than 75 years (<http://tncweeds.ucdavis.edu/esadocs/documnts/acrorep.rtf>).

Russian knapweed does not appear to reproduce extensively from seed, but just one plant may produce 1,200 seeds per year. Seeds of Russian knapweed can germinate over a wide range of temperatures. Optimum germination occurs from 68-86° F. Seed remains viable for 2-3 years but in an experiment seeds that were up to 8 years old germinated. Since seed dispersal is passive the major means of dispersal is probably through contaminated hay and other seed.

##### ***Physical Control – Manual/Mechanical Methods***

Cutting, mowing, or removal of the above ground portion of Russian knapweed reduces the current year growth, and may eliminate seed production, but it will not kill the plant. Cutting three times a year (spring, summer, and fall) stresses the plants, forcing it to use nutrient reserves stored in the root system. The re-emergent growth is usually smaller in size and lower in vigor. Cutting is slightly less effective than pulling since none of the root is removed. Cutting alone as a control method requires repeated annual cutting or the knapweed populations will rebound vigorously (<http://tncweeds.ucdavis.edu/esadocs/documnts/acrorep.rtf>).

Pulling can be used to control, but not eliminate, Russian knapweed infestations. After several years of pulling, the plants that emerge will be smaller in size and lower in vigor. Remove as much of the root as possible in order to stress the plant. Any pulling program should be done three times a year (spring, summer, and fall), every year, in order to control the infestation.

Anyone working with Russian knapweed should wear protective gloves and avoid getting knapweed sap into open cuts or abrasions. Wash hands and exposed skin with soap and water following contact with this plant. There is some concern with carcinogenic properties in the knapweeds.

##### ***Physical Control – Prescribed Burning***

Prescribed burns for infestations of Russian knapweed have not been done. It is believed that burning, like mowing, will not affect the root system of the plants and will allow the plant to regenerate. Since Russian knapweed is a strong competitor in disturbed soils burning may only lead to a larger infestation. Burning may promote spread locally.



### **Biological Control – Insects/Pathogens**

In North America, Russian knapweed is relatively free of parasites and only two biological control agents have been approved for release; *Subanguina picridis*, a gall-forming nematode, and *Aceria acroptiloni*, a gall-forming mite (<http://tncweeds.ucdavis.edu/esadocs/documnts/acrorep.rtf>). Only *S. picridis*, has been released against Russian knapweed in Montana. The nematode is established at several sites but it has not been effective. There are six Eurasian natural enemy species currently being screened as potential biocontrol agents (Duncan, *et. al.* 2001).

*S. picridis* is a gall forming nematode native to Asia that is now established in Montana, Colorado, Oregon, Utah, Washington, and Wyoming. The microscopic nematode is worm-like and about 0.06 inches long that induces the production of galls on the stems, leaves, and root collars of infected plants. This causes a reduction in plant growth and seed production and the galls on the stems of the plant often visibly distort plant growth.

The range of *S. picridis* is limited. The nematodes can not travel far from their host plants so human intervention is needed to introduce the nematode to a new site. Galls should be collected in the fall and placed on the soil in the new location. This permits the nematode larvae to emerge from the disintegrating galls and penetrate the young knapweed shoots as they emerge in the spring.

*Aceria acroptiloni*, a gall-forming mite native to Eurasia and the former Soviet Union, attacks the flower heads of Russian knapweed and feeds on the inner bracts, the receptacles of the flowers, and the deformed structures of the flowers. Females lay eggs in the receptacle of the flower and inner bracts. Plants that have been infested with *A. acroptiloni* are underdeveloped and noticeably stunted, ceasing the formation of new knapweed shoots and hindering seed production.

### **Biological Control – Grazing**

Grazing is not a viable control method of control for Russian knapweed. The plant is usually avoided by grazing animals and can be poisonous to horses.

### **Chemical Control**

Several herbicides are effective against Russian knapweed. Picloram (Tordon) has been determined to be the most effective herbicide regardless of the time of application. Clopyralid (Transline) is also effective against the plant, killing other composites (Asteraceae), legumes (Fabaceae) and smartweeds (Polygonaceae), but has little or no impact on many other forbs. To achieve good control of knapweed apply herbicides to the late bud and fall growth stage. Using a backpack sprayer or a wick will minimize damage to non-target plants. Apply herbicides at higher rates very late in the season for best control (Lym 2004).

The extensive root system of Russian knapweed makes it difficult to control. Tordon 22K at 0.5 to 0.75 pounds (lbs) active ingredient (a.i.) /A (1 to 1.5 quarts), Curtail at 1.8 lbs a.i. /A (3 quarts), or Transline at 0.375 to 0.5 lbs a.i. /A (1 to 1.3 pints) should be applied to Russian knapweed at the late bud to early bloom growth stages or in the fall following a light frost. Applying Transline and Curtail prior to the bud growth stage will give inconsistent results. Banvel at 2 lbs a.i. /A (2 quarts) alone and in combination with 2,4-D provided inconsistent control of Russian knapweed at all growth stages (Duncan, *et. al.* 2001).



Picloram provided the most consistent chemical control regardless of time of application. When applied during bolting, budding, and in the fall, picloram provided 98, 98, and 100% control, respectively. These controls also lasted two years with a 93-94% control the second year (Carpenter and Murray 2004).

Although picloram is effective at managing Russian knapweed, it is a non-selective compound and has a residual effect on other perennial broad-leaved plants. Carefully apply this herbicide to minimize the damage to native plant species. Picloram will inhibit the germination of perennial grasses so reseeding should be postponed until the year after treatment.

Clopyralid applied at 1.3 pints /A during bud-growth stage and in the fall controlled Russian knapweed by 96 and 100% respectively. Second year control was only 88% for both application periods.

Clopyralid (Curtail) is another synthetic-auxin type herbicide like picloram but is more selective and kills only certain groups of broad-leaved plants. It is effective against many composites, legumes, and smartweeds, but has little to no impact on grasses, or on many types of broad-leaved plants including crucifers (Brassicaceae). Clopyralid will damage most perennial broad-leaved plants and so should be applied carefully to minimize the damage to native species.

Glyphosate (Roundup, Roundup Ultra, Rodeo, and Accord) applied at 1 quart /A during the bud-growth stage can be used to control the topgrowth of Russian knapweed. Abundant regrowth from the root systems will occur the following year so additional applications may be necessary. Glyphosate is an amino acid inhibitor and is a relatively non-selective compound. It is used to control broad-leaved weeds and grasses and will kill or damage most plants that it contacts. Applying the herbicide with a wick or carefully spraying it with a handheld applicator directly to the leaves of Russian knapweed can minimize damage to native plant species.

More information on chemical control of Russian knapweed can be obtained from the Weed Management Library at 1-800-554-WEED, or from the Montana Department of Agriculture in Helena (<http://tncweeds.ucdavis.edu/esadocs/documnts/acrorep.rtf>).

#### **4.7 HOUNDSTONGUE (*Cynoglossum officinale*)**

Houndstongue was not found on Malmstrom AFB, but was found as isolated occurrences at three of the MAFs (Table 1).

##### **4.7.1 Identification**

Houndstongue (*Cynoglossum officinale*) is a member of the Boraginaceae Family (Borage family). Common names include hound's-tongue, houndstongue, bourraches, common houndstongue, gypsy-flower, and gypsyflower).



**Figure 10.** Houndstongue rosette.  
(Montana Weed Control Association)

Houndstongue is a biennial to short-lived perennial plant that flowers from May through July. This soft, hairy plant forms a low growing rosette of leaves in its first year and then bolts in the second year to form a plant 1 to 3 feet tall (Figure 10). The common name for this weed results from the size and shape of the rosette leaves which resemble a dog's tongue. The dull reddish-purple flowers are 7/16 inch wide, originating on the upper part of the stem, and appearing from May through July (Figure 11). Each flower produces four nutlets (seeds). The seeds are covered with short, hooked prickles (Figure 12). These burred seeds, which easily attach to passing animals, have contributed to the quick and widespread distribution of this weed.

#### 4.7.2 Origin and Distribution

Houndstongue is a native of Eurasia and is widespread throughout the United States. It has become an invasive weed of rangelands in the United States and Canada (NNPMIS 2002). It was probably introduced into North America in the middle of the 19th century as a contaminant of cereal. This colonizer of disturbed areas now occurs in all Canadian provinces and most mainland U.S. states, with the highest densities in the northwestern states. Hybridization of houndstongue has been reported in Europe, but not in North America.



**Figure 11.** Mature houndstongue.  
(Montana Weed Control Association)



**Figure 12.** Houndstongue seeds  
(Montana Weed Control Association)

#### 4.7.3 Management Considerations

##### Control Options and Options

Houndstongue is a burred noxious weed found in open rangelands and roadsides. In addition to being a general nuisance to recreationists, houndstongue also has the potential to poison domestic animals

and wildlife that might graze on this plant. Seeding disturbed soils, use of integrated management techniques, and public awareness will reduce the spread and the negative impacts of this weed.

Houndstongue is associated with soil disturbance along roadsides, pastures, and logged-over forest land. In the absence of soil disturbance, houndstongue populations decline with competition from the surrounding vegetation. Houndstongue produces more than 600 burred seeds per plant that are viable up to 2-3 years. When livestock are exposed to the plants, these seeds attach themselves to the animal, including the facial area that causes eye irritations. This problem results in stress and possible weight loss (Hound's-Tongue in British Columbia 2001). There are no satisfactory means of control of houndstongue.

### **Physical Control – Manual/Mechanical Methods**

For small infestations of houndstongue, such as observed at the MAFs, hand pulling in the spring of each year before plants produce their seeds will have the greatest impact. Digging 1-2 inches below the soil surface with a spade will remove all top-growth.

### **Physical Control – Prescribed Burning**

Burning is not effective in controlling houndstongue infestations and is not necessary for the low level infestations at the MAFs.

### **Biological Control – Insects/Pathogens**

To date, five biological control agents are being screened for their potential use on houndstongue. These include a root weevil (*Mogulones cruciger*), a seed weevil (*M. borreginis*), a stem weevil (*M. trisignatus*), a root beetle (*Longitarsus quadriguttatus*) and a root fly (*Cheilosia pasquorum*). The screening of *M. cruciger* has been completed. All five insects, if found sufficiently host specific, will be released in Montana within the next few years (Kedzie-Webb and Sheley 2002).

### **Biological Control – Grazing**

Grazing is not a viable option for controlling houndstongue. Houndstongue is toxic to horses and cattle. The plant contains large quantities of toxic pyrrolizidine alkaloids that may cause liver cells to stop reproducing (Kedzie-Webb and Sheley 2002).

### **Chemical Control**

First year rosettes can be controlled using picloram (Tordon 22K) applied at 1 quart/A in spring, summer or fall. An early spring application of 2,4-D amine (1 quart/A) before bloom can provide up to 97 percent control of second year rosettes. This treatment may be used along waterways. Metsulfuron (Escort) is recommended for use in pastures and disturbed areas. Escort may be applied to rangeland infestations (2/10 to 5/10 oz./A). Escort should be applied mid-June when plants are actively growing. Always add a recommended nonionic surfactant to the spray solution. Reapplication may be needed in the first year of control to prevent seed production and annual herbicide reapplications may be needed for complete control (Kedzie-Webb and Sheley 2002).

#### **4.8 HOARY CRESS (*Cardaria draba*)**

Only a few isolated populations of this species were found scattered on Malmstrom AFB (Figure 1). Only two of the MAFs had any hoary cress present (Table 1).

#### 4.8.1 Identification

Hoary cress is a member of the Brassicaceae Family (mustard family). Some common names are whitetop, hoary whitetop, hairy whitetop, lens-pod hoarycress, and lenspod whitetop.

Hoary cress is a creeping perennial that reproduces by seed and creeping roots. The extensive root system spreads horizontally and vertically with frequent shoots arising from the rootstock (CWMA 2000). It grows erect from 10 to 18 inches high. Basal leaves are petiolate, lyrate when young. Upper leaves are sessile, elliptical to lanceolate, with auriculate or sagittate bases that clasp the stem. The leaves are often covered with very fine white hairs giving the plant a white color. Each leaf is 1/2 to 2 inches long with blunt ends. The flowers are perfect and produced in dense racemes. The petals are white to cream colored, clawed, 1/8 inch across, and numerous in compact flattop clusters which give the plant its name (Figure 13). The heart-shaped seedpod contains two oval, finely pitted, red-brown seeds, each about 1/12 inches long (Hoary Cress Consortium).

Hoary cress is one of the earliest perennial weeds to emerge in the spring producing flowers in late April and May. It grows in waste places, cultivated fields, and pastures. It is also capable of vigorous growth in the irrigated, alkaline soils of the West. Hoary cress is found at elevations ranging from 3,500 feet to 8,500 feet (CWMA 2000)



Figure 13. Hoary cress.

#### 4.8.2 Origin and Distribution

Hoary cress is native to Kazakhstan, Uzbekistan, and Turkmenistan. It is now found on every continent except Antarctica. It is widespread throughout the United States except in the Southeast. There is evidence that hoary cress was introduced to many locations in North America as contaminants in alfalfa seed from Turkestan in the early 1900s up until around 1922. Because this type of alfalfa did not grow well in the more humid regions of the east, Turkestan alfalfa and its associated weeds are more common in the West. Hoary cress was first collected in the U.S. in California in 1918 and in Alberta, Canada, in 1926 (Zouhar 2004).

#### 4.8.3 Management Considerations and Options

No single treatment provides effective, long-term control of hoary cress. Managing requires an integrated strategy that includes early detection, assessment, and containment of infestations before they spread. Assessment of non-target vegetation, soil types, climatic conditions, important water resources, and an evaluation of the benefits and limitations of control methods should also be considered.

Reproduction by seed is less threatening than vegetative reproduction in local spread of hoary cress. Once mature, hoary cress seeds are released singly through ruptures in silicle walls, as individual silicles, or as silicle clusters that break away from the parent plant. Seeds can be distributed to new sites in many ways including sowing contaminated crop seed, surface runoff, irrigation, running water, wind, seed heads attached to vehicles and equipment, plant material cut for hay or livestock bedding,

by road building and maintenance activities, in topsoil, gravel, and other quarried materials, and in soil during the transport of root crops along roads and railways. Studies suggest that buried hoary cress seeds remain viable in the soil for about 3 to 4 years.

Hoary cress is capable of vegetative reproduction by sprouting from adventitious buds on vertical and lateral roots, sprouting from root fragments, and forming new shoots from adventitious buds following removal of top-growth and/or the root crown. A single treatment to remove aboveground portions of hoary cress plants is inadequate for control since the roots can remain alive for a year after aboveground growth has been controlled. Eradicating hoary cress infestations requires a persistent, long-term, integrated approach, and must include eradication from adjoining ditch banks, fencerows, roads, trails, and other disturbed areas. Small infestations of hoary cress may be eradicated from these areas by repeated hoeing, hand-pulling, or herbicide application.

### ***Physical Control – Manual/Mechanical Methods***

Hoary cress has a massive root system that is three-quarters of the plant's total biomass. This provides it with a large pool of stored carbohydrates for regrowth. Numerous belowground buds can develop into new shoots. Methods that remove only the aboveground portion of the plant have minimal impact. Repeated aboveground removal is necessary in order to starve the roots. Two to four years of cultivation are required for control.

For eradication of hoary cress, hoeing at intervals of 3 to 4 weeks, depending on rate of regrowth, may be as effective as cultivation. Soils must remain moist between hoeing to enhance regrowth and deplete the root reserves. Digging can be a useful method for small patches of infestation, but plants must be completely removed within 10 days after emergence throughout the growing season for 2 to 4 years.

Mowing alone will not provide effective long-term control of hoary cress since the plants can survive repeated removal of top-growth for at least 1 season without noticeable loss in vigor. Two consecutive years of mowing are better, yet the plants can preserve some of their vitality even after 3 years. Hoary cress can quickly recover after mowing by producing new lateral growth and flower heads. Care must be taken not to adversely affect desirable plant species with a mowing program. Mowing hoary cress stands may reduce biomass and seed production and may result in stands with fewer shoots.

### ***Physical Control – Prescribed Burning***

Hoary cress is likely to survive severe fire, depending on site conditions, because of its extensive perennial root system with numerous underground buds and rhizomes. The plant may also establish by seed after fire. Heat tolerance of hoary cress seeds is unknown (Zouhar 2004).

Fire may kill aboveground portions of hoary cress plants but does not damage all perennating tissues. This tissue occurs throughout the upper 24 inches of the soil profile. Rhizomes have been observed as deep as 4 feet below ground and roots extend even deeper. Flames that heat the foliage enough to wilt may cause some deterioration of the root for several inches below the crown but plants are still able to sprout from root buds (Zouhar 2004).

### ***Biological Control – Insects/Pathogens***

At this time no insects or fungi for use as biological control agents are approved for use on hoary cress in the U.S. Insects have not been developed as biological controls of hoary cress because it is a member of the mustard family. This family contains numerous important agronomic plants such as

canola, turnip, radish, and commercial mustards. It is difficult to identify insects that feed specifically on hoary cress and not on any other closely related mustard (Lyons 1998).

### ***Biological Control – Grazing***

Grazing is not a recommended control method for hoary cress. The plant has some forage value for grazing animals such as cattle and domestic sheep but may be mildly toxic. Grazing animals can also serve as vectors for seed and plant dispersal (Zouhar 2004).

### ***Chemical Control***

Herbicides are effective in gaining initial control of new or severe infestations, but are not effective as a complete or long-term solution to invasive species management. Control with herbicides is temporary since it does not change conditions that allow infestations to occur.

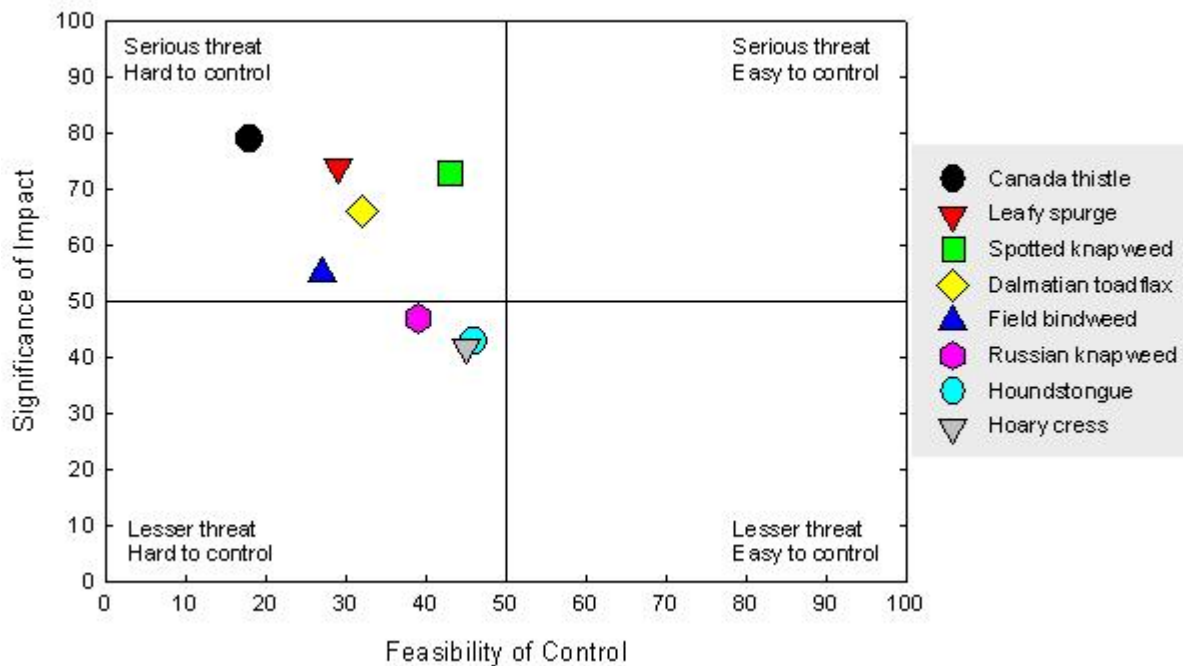
Chemicals that have been tested with limited success at controlling hoary cress include 2,4-D, metsulfuron, dicamba, chlorsulfuron, and glyphosate. Chemicals that are ineffective at controlling hoary cress include picloram, bromoxynil, and fluroxypyr.

Chemical treatments must usually be repeated several times or combined with mechanical treatments to be successful so chemical treatments are often prohibitively expensive on rangelands or natural areas.



## 5.0 Control priorities and recommendations

To develop the management control plan for Malmstrom AFB, literature and other reference sources were reviewed for each of the primary noxious weeds encountered. Their biology, origin and distribution, and possible control (biological, chemical, and mechanical) options were taken into account. Control priorities were developed using the National Park Service (NPS) Exotic Species Ranking System (ESRS) (Hiebert and Stubbendieck 1993). This process analyzed each invasive species based on interactions between significance of impact (threat) and feasibility of control. The analysis of each invasive species allowed the establishment of priority rankings for the species present on the installation. This data is presented below in Figure 14.




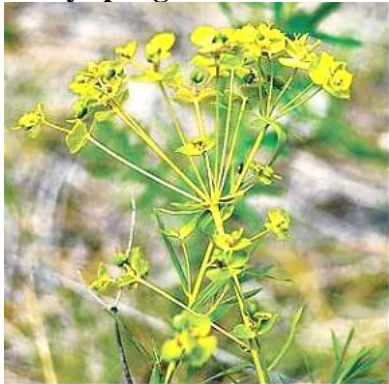
**Figure 14.** Level of impact versus feasibility of control of invasive plant species observed at Malmstrom AFB.

Malmstrom AFB has five noxious weed species that fall into the serious threat/difficult to control quadrant – Canada thistle, leafy spurge, Dalmatian toadflax, field bindweed, and spotted knapweed. Control and eradication of these species can be achieved with active management. Canada thistle and leafy spurge will be the most difficult to control. The other three species – Russian knapweed, houndstongue, and hoary cress – fall into the lesser threat/hard to control quadrant. Because of their limited distribution at Malmstrom AFB, their control will be relatively simple. Since horses graze in some pastures at Malmstrom AFB any herbicides used in those areas must be approved for use around livestock. Recommendations for the control of each species are provided below.




#### 5.1. **Recommendations for the Control of Noxious Plants**



As a result of our field investigations and research, we provide recommendations for control of the eight most serious invasive species found at Malmstrom AFB (Table 3).


**Table 3.** Noxious plant species control recommendations for Malmstrom AFB.

SPECIES	CONTROL RECOMMENDATION	RATIONALE
<b>Canada thistle</b> 	<p>Apply 2,4-D at 2 quarts/A in spring when Canada thistle is 10 to 15 inches tall, in pre-bud to early bud growth stages. A second application in the fall, after a first frost, is especially effective. This may need to be done for several seasons to control current infestations. Mowing prior to seed set may also be used in conjunction with herbicide use. Once treated, these areas should be seeded to native plant species.</p>	<p>This is the most common invasive plant at Malmstrom AFB and is also found at all of the MAFs and LFs. Infestations are so dense that herbicide use may be especially high initially. However, once controlled, herbicide use will be substantially reduced.</p>
<b>Leafy spurge</b> 	<p>Picloram is the most effective herbicide for leafy spurge control. Use 1 quart/A for three to four consecutive years. Always monitor infestations. If shoot control is less than 75 percent retreat the area.</p>	<p>A few dense populations of this species were found on the main base. They should be treated with chemicals until eradicated.</p>



SPECIES	CONTROL RECOMMENDATION	RATIONALE
<b>Spotted knapweed</b> 	<p>Picloram at 0.25 to 0.5 pounds (1 to 2 pints)/A controls spotted knapweed plants and seedlings for two to three years. The residual control period is shorter on gravel soils, in wet areas, and in soils with high organic matter. Apply at the rosette growth stage in the fall or in the bud to bloom stage in the spring. Picloram cannot be used near water, where a sandy porous surface and substrata overlies ground water within 10 feet of the surface, or the banks or bottoms of irrigation ditches.</p>	<p>This was one of the more widespread invasive plants at the base and will require significant management efforts to eradicate. Mowing before seed set can help keep the current populations from expanding, but herbicide use will be necessary to initially control the distribution of this species.</p>
<b>Dalmatian toadflax</b> 	<p>Apply picloram at 2 lb/A in the summer during the beginning of flowering when carbohydrate reserves are lowest.</p>	<p>Only one population of this species was found at Malmstrom AFB. Manual removal is not an effective method for control because of its deep rooting system.</p>
<b>Field bindweed</b> 	<p>Glyphosate and dicamba work best when applied repeatedly at moderately high rates. For glyphosphate use 3.1-4.5 lb/A and for dicamba apply at a rate of 4.0 lb/A. Apply the chemicals in the early flowering period when moisture levels are low. Even at these high rates of application, repeated applications may be</p>	<p>This common roadside weed is readily found in disturbed areas. Prevention of spread can be maximized by limiting off-road driving and reducing soil surface disturbances.</p>

SPECIES	CONTROL RECOMMENDATION	RATIONALE
	necessary.	
<b>Russian knapweed</b> 	<p>Apply picloram at 0.5 to 0.75 lbs a.i./A (1 to 1.5 quarts) at the late bud to early bloom growth stages or in the fall following a light frost.</p>	<p>Only a few small populations of this species were found during the field surveys. They should be treated immediately to prevent additional infestations from occurring.</p>
<b>Houndstongue</b> 	<p>Hand pull in the spring of each year before plants produce their seeds. Digging 1-2 inches below the soil surface with a spade will remove all top-growth and weaken the plant. If herbicides are already being used in the area first year rosettes can be controlled using picloram applied at 1 quart/A in spring, summer, or fall.</p>	<p>Houndstongue was only found at three MAFs. Removal should occur to prevent their spread.</p>

SPECIES	CONTROL RECOMMENDATION	RATIONALE
<b>Hoary cress</b> 	<p>Apply metsulfuron at 1 ounce/A at the bud to bloom stage or the rosette stage in fall. This application must be repeated several times or combined with mechanical control. Repeated aboveground removal is necessary in order to starve roots. Two to four years of cultivation are required for control.</p>	<p>Isolated patches of this species can only be controlled with an integrated management approach. The extent of this species is fairly limited at Malmstrom AFB and was only found at two MAFs.</p>

Mention of a chemical brand name should not be taken as an endorsement of the product or of the company that produces that product.

Most of the MAFs receive a fair amount of surface disturbance from the personnel stationed at each site. Thus spread of the existing invasive plants is likely. Invasive plant control at these sites can be enhanced through a regular “weed and feed” maintenance program. Commercially available fertilizer that contains herbicides should be used in a regular maintenance schedule to promote grass growth and retard broad-leafed species. Spot spraying or hand removal of the invasives discussed in this report should occur as needed. Personnel stationed at each installation can easily be trained to identify these species and remove them when they mow the site.

There are 200 LFs associated with Malmstrom AFB. These are relatively small, fenced installations that have had a significant amount of ground disturbance. Ground sterilants were probably applied to these sites at one time, and gravel and concrete covers most of the area within the fence. Nevertheless, Canada thistle and other invasive plants are reestablishing at some of these sites. The Air Force spends a considerable amount of effort controlling the invasive plants at the LFs. Consequently, less time and fewer herbicides are available for use at the main base. Therefore, North Wind recommends the following actions occur at the LFs:

1. Clear all existing vegetation at the LFs
2. Apply a ground sterilant to the soil
3. Lay down horticulture-grade polyethylene landscape fabric on all exposed areas within the fence to prevent emergence of plants. This black fabric allows water and air to pass freely through but prevents sunlight from reaching plants.
4. Cover the ground cloth with 3 to 4 inches of gravel
5. Apply ground sterilant to gravel
6. Restrict driving around the fence at these sites



These measures will remove the existing invasive species at these sites and prevent their establishment for up to 10 years. When plants do begin to reestablish, it will be relatively easy to remove the new plants by hand, or reapply a ground sterilant to the gravel. A plan should be written up to accomplish the above actions over the course of 10 years (20 LFs per year). That way the costs can be spread out over a longer time period, and a formalized schedule can be established for visiting these sites on a regular basis. Furthermore, by taking these actions to remove the existing noxious plant problems at the LFs, more time and herbicide will be available to take care of the noxious plant problems that exist at the main base. This will enable base personnel to more likely meet their metrics for herbicide use over the long term.

Metrics for herbicide use should be established based on 5 to 10 year running means rather than established annually. Because prevailing weather patterns change each year, noxious plant populations respond and grow differently each year. Thus, a metric that is established based on one year's data may not work for the next year. For instance, plant growth and production will be much different in a wet year compared to a dry year. Thus, the need for herbicides to control these populations will necessarily be different in both years. Establishing metrics based on longer-term averages will enable these variations in weather to be accounted for and will give management more realistic options for controlling the invasive plant problems at the base.


## 5.2. Recommendations for the Control of Other Invasive Species

There are five other invasive plant species that occur on Malmstrom AFB (Figure 2) or on the MAFs and LFs (Table 1). These species should be carefully managed to reduce their populations and prevent their spread. These are Russian thistle (*Salsola kali*), kochia (*Kochia scoparia*), musk thistle (*Carduus nutans*), bull thistle (*Cirsium vulgare*), and Russian olive (*Elaeagnus angustifolia*). Management recommendations for each of these species are provided in Table 4.

**Table 4.** Control recommendations for other invasive plant species at Malmstrom AFB.

	RECOMMENDATIONS
	<p>Maintaining natural plant cover will control Russian thistle. The plant competes poorly in situations with firm, regularly irrigated soil, and it is rarely a problem in managed gardens, turf-grass, or landscapes so diligent revegetation practices in disturbed areas is essential.</p>
	<p>Apply a blend of acetochlor, atrazine, and glyphosate (Fieldmaster) at 3-5 qt/A. Rotating herbicides will reduce the possibility herbicide resistant plants.</p>



<p><b>Musk thistle</b></p> 	<p>The seed eating weevil, <i>Rhinocyllus conicus</i> is recommended on the base in the areas of dense infestations. Hand-pulling or hoeing this plant at the MAFs is best since the infestations are small.</p>
<p><b>Bull thistle</b></p> 	<p>The non-perennial growth habit of this weed makes it easy to control by mowing or hand pulling. This species is often found in disturbed areas; therefore reducing activities that cause soil disturbance will minimize spread of this species.</p>
<p><b>Quercus alba</b></p> 	<p>Only a few isolated individuals of this species were found at Malmstrom AFB. These individuals should be removed by saw cutting and treating with 2,4-D to prevent regrowth. Repeated application for 1 or 2 years is needed for large trees. The area should be monitored for any regrowth, which should be removed by hand.</p>

## 6.0 Control, eradication, and prevention

No single control method is adequate enough to manage the weeds found at Malmstrom AFB but a combination of methods, known as an integrated pest management (IPM) plan, should be used. An IPM plan includes prevention as well as control. Eradication of weed species may not be a practical goal but in most cases reducing infestations to manageable levels should be the objective.

Priority areas were determined using the NPS ESRS data sheet for each invasive plant species observed during the field survey. The ranking system was designed by the NPS to rank invasive plant species based on the feasibility of control versus the degree of impact each invasive species has on the ecosystem of Malmstrom AFB.

To prioritize the invasive plant species, the components of the ranking system were analyzed separately. Considerations were given to the locations and distributions of the invasive species, locations of the invasive species in relation to the natural barriers to seed bank dispersal, size of individuals, and presence of a native species in association with the invasive species. The following paragraphs provide prioritizations and justifications for the ranking of these invasive species at Malmstrom AFB.

Plants evolve over geologic time in response to physical and biotic processes characteristic of a region (climate, soils, rainfall distribution, drought, frost, and disturbance regimes) and interactions with the other species inhabiting the local community. Native plants adapt to these local processes and are usually more resistant to drought, insects, and disease. Malmstrom AFB natural plant communities have been altered to some extent by land management practices (i.e., alterations of natural disturbances [fire and grazing frequency and intensity], increased mechanical disturbances [tracked and wheeled vehicle training]). As a result, the existing plant communities at Malmstrom AFB reflect the changes in management practices that have allowed invasive plant species to colonize with the native plant species.

Thirteen invasive and noxious plant species at Malmstrom AFB were identified, with the greatest concentration located in historic and current disturbance areas. Managing and/or controlling the invasive plant species observed at the base must involve a management strategy. The current field survey concentrated on the first two steps of this strategy: (1) mapping and identifying the location of invasive plant species and characteristics of these locations and (2) ranking these invasive plant species for management/control. The next step in this management strategy will focus on the preventative measures that will reduce the spread of invasive plant species from disturbed areas and decrease the risk of invasive plant species establishing in newly disturbed areas.

The plant species abstracts presented successful control measures for these species including various herbicides and mechanical methods. The control methods to be utilized will depend on many factors that need to be addressed in a strategic invasive plant species management plan. Recommended factors that should be considered in this plan include:

- Method and scale of control strategies
- Selective control by species
- Selective control by density of individuals
- Management of the recruitment of new individuals
- Destroy seed bank, prevent germination

- Prevent new contributions to seed bank (consider where the seeds are coming from, can these seed sources be controlled), remove reproductive-aged individuals on the installation
- Ecosystem management of the invasive species
- Consider revegetation after disturbance of the soil or existing plant cover
- Consider need for revegetation of native species following control of invasive species
- Establish management plan to prevent regeneration of current invasive species or introduction of new invasive species into Malmstrom AFB

Invasive plants are very aggressive, highly productive plants that actively intrude or encroach upon and replace native and agricultural plants. Invasive weeds can crowd out or out compete native grasses and other plants that provide habitat for wildlife and livestock.

In addition to the control and eradication methods recommended above for the invasive plant species known to occur on Malmstrom AFB, the following recommendations are provided to prevent additional infestations of these and other invasive plant species.

The USDA's Animal and Plant Health Inspection Service (APHIS) has proposed these strategies to prevent the spread of established invasive plants (Westbrooks *et. al.* 1997):

- *The first line of defense* against introduced invasive plants is early detection of new infestations. Early detection and reporting of new plant species or infestations, such as that presented in this report, is critical. Areas that are currently experiencing significant vegetation and soil disturbance (such as the new perimeter road that is being built), or have recently been subjected to such disturbances, require careful observation over the next few seasons. This will ensure early detection and prevention of possible establishment of noxious weed species.
- *The second line of defense* is to contain and eradicate incipient infestations as soon as they are detected. Several control methodologies and recommendations are presented above for the species known to occur on Malmstrom AFB.
- *The third line of defense* is to prevent movement of invasive species into non-infested areas. This includes not only prevention of spread of species from the base to non-infested areas on and off-base, but also prevention of additional infestations of other invasive species on the base from off-base sources. In many cases this can be achieved through careful management practices that prevent the transport and establishment of noxious plant species. Several recommendations for prevention are presented below.
- *The fourth line of defense* against invasive plants is to develop effective and environmentally sound methods and procedures for control of large infestations.

Cascade County, where Malmstrom AFB is located, uses the Montana noxious weed list. There are 14 Category 1 noxious weeds on this list. Eight of these species were found at Malmstrom AFB. There are 25 state-listed noxious weeds within the State of Montana and only one is native.

Prevention of establishment of these species on the base is critical. Therefore, the following precautionary measures are recommended for Malmstrom AFB. These are best management practices (BMP's) that are recommended for use in association with activities that result in ground disturbance (e.g., road construction, installation or removal of facilities, etc.).



- Know your weeds. Identification is the first step in forming a weed management plan. Early detection is always the best defense against noxious weeds. Treat intensely when a new or small patch is found. Educate operations and maintenance supervisors and managers on weed identification and the importance of controlling and preventing infestations.
- Require contractors or departments to clean equipment and vehicles with high pressure air or water prior to use in the project area and before leaving unavoidable infestation zones in the construction areas. Cleaning should concentrate on the undercarriage, axles, frames, cross members, on and under steps, running boards, and front bumper/brush guard assemblies. Vehicle cabs should be swept and refuse disposed of in waste receptacles. Care should be taken that wash water be retained on site to prevent weed material transport.
- Use certified invasive weed-free imported materials (e.g., straw bales, erosion control seed) when and where needed during construction, reclamation, maintenance, and operations.
- Conduct follow-up invasive weed surveys and weed control treatments during the growing season following completion of construction and revegetation activities in all construction and reclamation areas. The surveys may be conducted concurrently with reclamation monitoring activities.
- Reseed disturbed sites with competitive and native species. In areas where applicable grasses are recommended, use species that will be tolerant of broadleaf herbicides, which can later be used to spot treat any broadleaf weeds. A good resource is the *Native Plant Revegetation Guide for Colorado* (CNAP 1998).
- After an area is seeded, establish a maintenance schedule to continue to water and fertilize newly seeded areas to promote establishment. Maintenance activities should continue through a minimum of one growing season; however, it is preferable to complete the monitoring through two growing seasons.
- When tilling, till only in the weed patch so roots and seeds do not spread. Always clean equipment and machinery on site after working in a weed patch to prevent spread.
- In areas that are routinely mowed, set mowing schedules in such a manner as to mow the weeds before they go to seed, and schedule subsequent mowings often enough to prevent seed production.

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## 8.0 DEFINITIONS

- (a) “Alien species” means, with respect to a particular ecosystem, any species, including its seeds, eggs, spores, or other biological material capable of propagating that species, that is not native to that ecosystem.
- (b) “Control” means, as appropriate, eradicating, suppressing, reducing, or managing invasive species populations, preventing spread of invasive species from areas where they are present, and taking steps such as restoration of native species and habitats to reduce the effects of invasive species and to prevent further invasions.
- (c) “Ecosystem” means the complex of a community of organisms and its environment.
- (d) “Federal agency” means an executive department or agency, but does not include independent establishments as defined by 5 U.S.C. 104.
- (e) “Introduction” means the intentional or unintentional escape, release, dissemination, or placement of a species into an ecosystem as a result of human activity.
- (f) “Invasive species” means an alien species whose introduction does or is likely to cause economic or environmental harm or harm to human health.
- (g) “Noxious species” means a plant species that has been designated “noxious” by law. The word “noxious” simply means deleterious, and all weeds are deleterious by definition.
- (h) “Native species” means, with respect to a particular ecosystem, a species that, other than as a result of an introduction, historically occurred or currently occurs in that ecosystem.
- (i) “Species” means a group of organisms all of which have a high degree of physical and genetic similarity, generally interbreed only among themselves, and show persistent differences from members of allied groups of organisms.

**APPENDIX A**

**Exotic Species Ranking System Data Summary Forms**

Exotic Species Ranking System  
Data Form

Base MALMSTROM AFB Species Canada thistle (*Cirsium arvense*)

Significant Impacts

Current Level of Impact (50)	31		
Innate Ability to Become A Pest (50)	48	Total (100)	79

Feasibility of Control:		Total (100)	18
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Urgency HIGH

I. Significance of Impact.

A. Current Level of Impact

1. Distribution relative to disturbance regime (-10, 1, 2, 5, 10 )	2
2. Abundance	
a. number of populations (1, 3, 5)	3
b. areal extent of population (1, 2, 3, 5)	3
3. Effect on natural process and character (0, 3, 7, 10, 15)	15
4. Significance of threat to base resources (0, 2, 4, 8, 10)	4
5. Level of visual impact to an ecologist (0, 2, 4, 5)	4
Total A (50 possible)	31

B. Innate Ability of Species to Become a Pest

1. Ability to complete life cycle in area of concern (0, 5)	5
2. Mode of reproduction (1, 3, 5)	5
3. Vegetative reproduction (0, 1, 3, 5)	5
4. Frequent of sexual reproduction (0, 1, 3, 5)	5
5. Number of seeds per plant (1, 3, 5)	3
6. Dispersal ability (0, 5)	5
7. Germination requirements (0, 3, 5)	5
8. Competitive ability (0, 3, 5)	5
9. Known level of impact in natural areas (0, 1, 3, 5, 10)	10
Total B (50 possible)	48
Total A	31
A+B (100 possible)	79



I. Feasibility of Control or Management		Canada thistle ( <i>Cirsium arvense</i> )
A. Abundance within AFB		
1. Number of populations (1, 3, 5)		<u>1</u>
2. Areal extent of population (1, 2, 3, 5)		<u>1</u>
B. Ease of Control		
1. Seed banks (0, 5, 15)		<u>0</u>
2. Vegetative regeneration (0, 5, 15)		<u>5</u>
3. Level of effort required (1, 5, 10, 15)		<u>1</u>
4. Abundance and proximity of propagules (0, 5, 10, 15)		<u>5</u>
C. Side Effects of Chemical/ Mechanical Control (0, 5, 15)		<u>0</u>
D. Effectiveness of Community Management (0, 5, 10)		<u>0</u>
E. Biological Control (0, 5, 10)		<u>5</u>
Total (100 possible)		<u>18</u>
Urgency:		<u>HIGH</u>

## Exotic Species Ranking System

## Data Form

Base MALMSTROM AFB Species Leafy spurge (*Euphorbia esula*)

## Significant Impacts

Current Level of Impact (50)	<u>31</u>	
Innate Ability to Become A Pest (50)	<u>43</u>	Total (100) <u>74</u>

Feasibility of Control: Total (100) 29

Urgency HIGH

## I. Significance of Impact.

## A. Current Level of Impact

1. Distribution relative to disturbance regime (-10, 1, 2, 5, 10 )	<u>1</u>
2. Abundance	
a. number of populations (1, 3, 5)	<u>3</u>
b. areal extent of population (1, 2, 3, 5)	<u>2</u>
3. Effect on natural process and character (0, 3, 7, 10, 15)	<u>15</u>
4. Significance of threat to base resources (0, 2, 4, 8, 10)	<u>8</u>
5. Level of visual impact to an ecologist (0, 2, 4, 5)	<u>2</u>
Total (50 possible)	<u>31</u>

## B. Innate Ability of Species to Become a Pest

1. Ability to complete life cycle in area of concern (0, 5)	<u>5</u>
2. Mode of reproduction (1, 3, 5)	<u>5</u>
3. Vegetative reproduction (0, 1, 3, 5)	<u>5</u>
4. Frequent of sexual reproduction (0, 1, 3, 5)	<u>5</u>
5. Number of seeds per plant (1, 3, 5)	<u>3</u>
6. Dispersal ability (0, 5)	<u>0</u>
7. Germination requirements (0, 3, 5)	<u>5</u>
8. Competitive ability (0, 3, 5)	<u>5</u>
9. Known level of impact in natural areas (0, 1, 3, 5, 10)	<u>10</u>
Total A (50 possible)	<u>43</u>
Total B	<u>31</u>
A+B (100 possible)	<u>74</u>

I. Feasibility of Control or Management		Leafy spurge ( <i>Euphorbia esula</i> )
A. Abundance within AFB		
1. Number of populations (1, 3, 5)		<u>3</u>
2. Areal extent of population (1, 2, 3, 5)		<u>5</u>
B. Ease of Control		
1. Seed banks (0, 5, 15)		<u>0</u>
2. Vegetative regeneration (0, 5, 15)		<u>0</u>
3. Level of effort required (1, 5, 10, 15)		<u>1</u>
4. Abundance and proximity of propagules (0, 5, 10, 15)		<u>5</u>
C. Side Effects of Chemical/ Mechanical Control (0, 5, 15)		<u>5</u>
D. Effectiveness of Community Management (0, 5, 10)		<u>0</u>
E. Biological Control (0, 5, 10)		<u>10</u>
Total (100 possible)		<u>29</u>
Urgency:		<u>HIGH</u>

Exotic Species Ranking System  
Data Form

Base    MALMSTROM AFB	Species	Dalmatian toadflax ( <i>Linaria dalmatica</i> )
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Significant Impacts

Current Level of Impact (50)	25		
Innate Ability to Become A Pest (50)	41	Total (100)	66

Feasibility of Control:		Total (100)	32
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Urgency    MEDIUM

I. Significance of Impact.

A. Current Level of Impact

1. Distribution relative to disturbance regime (-10, 1, 2, 5, 10 )	1
2. Abundance	
a. number of populations (1, 3, 5)	3
b. areal extent of population (1, 2, 3, 5)	2
3. Effect on natural process and character (0, 3, 7, 10, 15)	15
4. Significance of threat to base resources (0, 2, 4, 8, 10)	2
5. Level of visual impact to an ecologist (0, 2, 4, 5)	2
Total (50 possible)	25

B. Innate Ability of Species to Become a Pest

1. Ability to complete life cycle in area of concern (0, 5)	5
2. Mode of reproduction (1, 3, 5)	5
3. Vegetative reproduction (0, 1, 3, 5)	3
4. Frequent of sexual reproduction (0, 1, 3, 5)	5
5. Number of seeds per plant (1, 3, 5)	3
6. Dispersal ability (0, 5)	0
7. Germination requirements (0, 3, 5)	5
8. Competitive ability (0, 3, 5)	5
9. Known level of impact in natural areas (0, 1, 3, 5, 10)	10
Total B(50 possible)	41
Total A	25
A+B (100 possible)	66

I. Feasibility of Control or Management		Dalmatian toadflax ( <i>Linaria dalmatica</i> )
A. Abundance within AFB		
1. Number of populations (1, 3, 5)		<u>3</u>
2. Areal extent of population (1, 2, 3, 5)		<u>3</u>
B. Ease of Control		
1. Seed banks (0, 5, 15)		<u>5</u>
2. Vegetative regeneration (0, 5, 15)		<u>5</u>
3. Level of effort required (1, 5, 10, 15)		<u>1</u>
4. Abundance and proximity of propagules (0, 5, 10, 15)		<u>10</u>
C. Side Effects of Chemical/ Mechanical Control (0, 5, 15)		<u>0</u>
D. Effectiveness of Community Management (0, 5, 10)		<u>0</u>
E. Biological Control (0, 5, 10)		<u>5</u>
Total (100 possible)		<u>32</u>
Urgency:		<u>MEDIUM</u>

Exotic Species Ranking System  
Data Form

Base    MALMSTROM AFB	Species	Field bindweed ( <i>Convolvulus arvensis</i> )
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## Significant Impacts

Current Level of Impact (50)	12		
Innate Ability to Become A Pest (50)	43	Total (100)	55

Feasibility of Control:		Total (100)	27
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Urgency    MEDIUM	
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## I. Significance of Impact.

## A. Current Level of Impact

1. Distribution relative to disturbance regime (-10, 1, 2, 5, 10 )	2
2. Abundance	
a. number of populations (1, 3, 5)	3
b. areal extent of population (1, 2, 3, 5)	2
3. Effect on natural process and character (0, 3, 7, 10, 15)	3
4. Significance of threat to base resources (0, 2, 4, 8, 10)	0
5. Level of visual impact to an ecologist (0, 2, 4, 5)	2
Total A (50 possible)	12

## B. Innate Ability of Species to Become a Pest

1. Ability to complete life cycle in area of concern (0, 5)	5
2. Mode of reproduction (1, 3, 5)	5
3. Vegetative reproduction (0, 1, 3, 5)	5
4. Frequent of sexual reproduction (0, 1, 3, 5)	5
5. Number of seeds per plant (1, 3, 5)	3
6. Dispersal ability (0, 5)	0
7. Germination requirements (0, 3, 5)	5
8. Competitive ability (0, 3, 5)	5
9. Known level of impact in natural areas (0, 1, 3, 5, 10)	10
Total B (50 possible)	43
Total A	12
A+B (100 possible)	55

I. Feasibility of Control or Management		Field bindweed ( <i>Convolvulus arvensis</i> )
A. Abundance within AFB		
1. Number of populations (1, 3, 5)		<u>3</u>
2. Areal extent of population (1, 2, 3, 5)		<u>3</u>
B. Ease of Control		
1. Seed banks (0, 5, 15)		<u>0</u>
2. Vegetative regeneration (0, 5, 15)		<u>0</u>
3. Level of effort required (1, 5, 10, 15)		<u>1</u>
4. Abundance and proximity of propagules (0, 5, 10, 15)		<u>10</u>
C. Side Effects of Chemical/ Mechanical Control (0, 5, 15)		<u>5</u>
D. Effectiveness of Community Management (0, 5, 10)		<u>0</u>
E. Biological Control (0, 5, 10)		<u>5</u>
Total (100 possible)		<u>27</u>
Urgency:		<u>MEDIUM</u>

Exotic Species Ranking System  
Data Form

Base    MALMSTROM AFB	Species	Spotted knapweed ( <i>Centaurea maculosa</i> )
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Significant Impacts

Current Level of Impact (50)	37		
Innate Ability to Become A Pest (50)	36	Total (100)	73

Feasibility of Control:		Total (100)	43
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Urgency    HIGH

I. Significance of Impact.

A. Current Level of Impact

1. Distribution relative to disturbance regime (-10, 1, 2, 5, 10 )	1
2. Abundance	
a. number of populations (1, 3, 5)	5
b. areal extent of population (1, 2, 3, 5)	3
3. Effect on natural process and character (0, 3, 7, 10, 15)	15
4. Significance of threat to base resources (0, 2, 4, 8, 10)	8
5. Level of visual impact to an ecologist (0, 2, 4, 5)	5
Total A (50 possible)	37

B. Innate Ability of Species to Become a Pest

1. Ability to complete life cycle in area of concern (0, 5)	5
2. Mode of reproduction (1, 3, 5)	3
3. Vegetative reproduction (0, 1, 3, 5)	0
4. Frequent of sexual reproduction (0, 1, 3, 5)	3
5. Number of seeds per plant (1, 3, 5)	5
6. Dispersal ability (0, 5)	0
7. Germination requirements (0, 3, 5)	5
8. Competitive ability (0, 3, 5)	5
9. Known level of impact in natural areas (0, 1, 3, 5, 10)	10
Total B (50 possible)	36
Total A	37
A+B (100 possible)	73



I. Feasibility of Control or Management		Spotted knapweed ( <i>Centaurea maculosa</i> )
A. Abundance within AFB		
1. Number of populations (1, 3, 5)		<u>1</u>
2. Areal extent of population (1, 2, 3, 5)		<u>2</u>
B. Ease of Control		
1. Seed banks (0, 5, 15)		<u>0</u>
2. Vegetative regeneration (0, 5, 15)		<u>10</u>
3. Level of effort required (1, 5, 10, 15)		<u>5</u>
4. Abundance and proximity of propagules (0, 5, 10, 15)		<u>5</u>
C. Side Effects of Chemical/ Mechanical Control (0, 5, 15)		<u>0</u>
D. Effectiveness of Community Management (0, 5, 10)		<u>10</u>
E. Biological Control (0, 5, 10)		<u>10</u>
Total (100 possible)		<u>43</u>
Urgency:		<u>HIGH</u>

Exotic Species Ranking System  
Data Form

Base    MALMSTROM AFB	Species	Russian knapweed ( <i>Acroptilon repens</i> )
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Significant Impacts

Current Level of Impact (50)	9		
Innate Ability to Become A Pest (50)	38	Total (100)	47

Feasibility of Control:		Total (100)	39
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Urgency    MEDIUM

I. Significance of Impact.

A. Current Level of Impact

1. Distribution relative to disturbance regime (-10, 1, 2, 5, 10 )	1
2. Abundance	
a. number of populations (1, 3, 5)	1
b. areal extent of population (1, 2, 3, 5)	0
3. Effect on natural process and character (0, 3, 7, 10, 15)	3
4. Significance of threat to base resources (0, 2, 4, 8, 10)	2
5. Level of visual impact to an ecologist (0, 2, 4, 5)	2
Total A (50 possible)	9

B. Innate Ability of Species to Become a Pest

1. Ability to complete life cycle in area of concern (0, 5)	5
2. Mode of reproduction (1, 3, 5)	3
3. Vegetative reproduction (0, 1, 3, 5)	0
4. Frequent of sexual reproduction (0, 1, 3, 5)	5
5. Number of seeds per plant (1, 3, 5)	5
6. Dispersal ability (0, 5)	5
7. Germination requirements (0, 3, 5)	0
8. Competitive ability (0, 3, 5)	5
9. Known level of impact in natural areas (0, 1, 3, 5, 10)	10
Total B (50 possible)	38
Total A	9
A+B (100 possible)	47

I. Feasibility of Control or Management		Russian knapweed ( <i>Acroptilon repens</i> )
A. Abundance within AFB		
1. Number of populations (1, 3, 5)		<u>5</u>
2. Areal extent of population (1, 2, 3, 5)		<u>5</u>
B. Ease of Control		
1. Seed banks (0, 5, 15)		<u>0</u>
2. Vegetative regeneration (0, 5, 15)		<u>10</u>
3. Level of effort required (1, 5, 10, 15)		<u>1</u>
4. Abundance and proximity of propagules (0, 5, 10, 15)		<u>5</u>
C. Side Effects of Chemical/ Mechanical Control (0, 5, 15)		<u>5</u>
D. Effectiveness of Community Management (0, 5, 10)		<u>3</u>
E. Biological Control (0, 5, 10)		<u>5</u>
Total (100 possible)		<u>39</u>
Urgency:		<u>MEDIUM</u>

Exotic Species Ranking System  
Data Form

Base <b>MALMSTROM AFB</b>	Species	Houndstongue ( <i>Cynoglossum officinale</i> )
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## Significant Impacts

Current Level of Impact (50)	7		
Innate Ability to Become A Pest (50)	37	Total (100)	42

Feasibility of Control:		Total (100)	45
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Urgency	LOW
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## I. Significance of Impact.

## A. Current Level of Impact

1. Distribution relative to disturbance regime (-10, 1, 2, 5, 10 )	1
2. Abundance	
a. number of populations (1, 3, 5)	1
b. areal extent of population (1, 2, 3, 5)	0
3. Effect on natural process and character (0, 3, 7, 10, 15)	3
4. Significance of threat to base resources (0, 2, 4, 8, 10)	2
5. Level of visual impact to an ecologist (0, 2, 4, 5)	0
Total A (50 possible)	7

## B. Innate Ability of Species to Become a Pest

1. Ability to complete life cycle in area of concern (0, 5)	5
2. Mode of reproduction (1, 3, 5)	5
3. Vegetative reproduction (0, 1, 3, 5)	3
4. Frequent of sexual reproduction (0, 1, 3, 5)	3
5. Number of seeds per plant (1, 3, 5)	3
6. Dispersal ability (0, 5)	5
7. Germination requirements (0, 3, 5)	5
8. Competitive ability (0, 3, 5)	3
9. Known level of impact in natural areas (0, 1, 3, 5, 10)	5
Total B (50 possible)	37
Total A	7
A+B (100 possible)	42

I. Feasibility of Control or Management		Houndstongue ( <i>Cynoglossum officinale</i> )
A. Abundance within AFB		
1. Number of populations (1, 3, 5)		<u>5</u>
2. Areal extent of population (1, 2, 3, 5)		<u>5</u>
B. Ease of Control		
1. Seed banks (0, 5, 15)		<u>0</u>
2. Vegetative regeneration (0, 5, 15)		<u>10</u>
3. Level of effort required (1, 5, 10, 15)		<u>5</u>
4. Abundance and proximity of propagules (0, 5, 10, 15)		<u>5</u>
C. Side Effects of Chemical/ Mechanical Control (0, 5, 15)		<u>5</u>
D. Effectiveness of Community Management (0, 5, 10)		<u>5</u>
E. Biological Control (0, 5, 10)		<u>5</u>
Total (100 possible)		<u>45</u>
Urgency:		<u>LOW</u>

## Exotic Species Ranking System

## Data Form

Base MALMSTROM AFB Species Hoary cress (*Cardaria draba*)

## Significant Impacts

Current Level of Impact (50)	<u>9</u>		
Innate Ability to Become A Pest (50)	<u>34</u>	Total (100)	<u>43</u>

Feasibility of Control: Total (100) 46Urgency MEDIUM

## I. Significance of Impact.

## A. Current Level of Impact

1. Distribution relative to disturbance regime (-10, 1, 2, 5, 10 )	<u>1</u>
2. Abundance	
a. number of populations (1, 3, 5)	<u>1</u>
b. areal extent of population (1, 2, 3, 5)	<u>0</u>
3. Effect on natural process and character (0, 3, 7, 10, 15)	<u>3</u>
4. Significance of threat to base resources (0, 2, 4, 8, 10)	<u>2</u>
5. Level of visual impact to an ecologist (0, 2, 4, 5)	<u>2</u>
Total A (50 possible)	<u>9</u>

## B. Innate Ability of Species to Become a Pest

1. Ability to complete life cycle in area of concern (0, 5)	<u>5</u>
2. Mode of reproduction (1, 3, 5)	<u>5</u>
3. Vegetative reproduction (0, 1, 3, 5)	<u>5</u>
4. Frequent of sexual reproduction (0, 1, 3, 5)	<u>5</u>
5. Number of seeds per plant (1, 3, 5)	<u>3</u>
6. Dispersal ability (0, 5)	<u>0</u>
7. Germination requirements (0, 3, 5)	<u>3</u>
8. Competitive ability (0, 3, 5)	<u>3</u>
9. Known level of impact in natural areas (0, 1, 3, 5, 10)	<u>5</u>
Total B (50 possible)	<u>34</u>
Total A	<u>9</u>
A+B (100 possible)	<u>43</u>

I. Feasibility of Control or Management		Hoary cress ( <i>Cardaria draba</i> )
A. Abundance within AFB		
1. Number of populations (1, 3, 5)		<u>5</u>
2. Areal extent of population (1, 2, 3, 5)		<u>5</u>
B. Ease of Control		
1. Seed banks (0, 5, 15)		<u>5</u>
2. Vegetative regeneration (0, 5, 15)		<u>5</u>
3. Level of effort required (1, 5, 10, 15)		<u>1</u>
4. Abundance and proximity of propagules (0, 5, 10, 15)		<u>10</u>
C. Side Effects of Chemical/ Mechanical Control (0, 5, 15)		<u>5</u>
D. Effectiveness of Community Management (0, 5, 10)		<u>10</u>
E. Biological Control (0, 5, 10)		<u>0</u>
Total (100 possible)		<u>46</u>
Urgency:		<u>MEDIUM</u>

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	<b>Bid Schedule</b>				
	<b>Schedule of Supplies/Services</b>				
<b>Item #</b>	<b>Base Items</b>	<b>Est Qty</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Amount</b>
<b>00001A</b>	<b>Weed Eradication - 1st Application</b>	600	Acre		
<b>00001A1</b>	Mobile Equipment Application - 80%	480	Acre		
<b>00001A2</b>	Hand Application - 20%	120	Acre		
<b>00001B</b>	<b>Weed Eradication - 2nd Application</b>	600	Acre		
<b>00001B1</b>	Mobile Equipment Application - 80%	480	Acre		
<b>00001B2</b>	Hand Application - 20%	120	Acre		
<b>00002</b>	<b>Recordkeeping and Reporting</b>	12	Month		
<b>00003</b>	<b>Meetings</b>				
<b>00003A</b>	1st Kickoff	1	Each		
<b>00003B</b>	2nd Kickoff	1	Each		
<b>00003C</b>	Eradication Plan	1	Each		
	<b>Total Base Items</b>				
<b>OPTIONS</b>					
<b>00004</b>	<b>Drill Seeding</b>	40	Acre		
	<b>Total Options</b>				

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## Section K - Representations, Certifications and Other Statements of Offerors

## CLAUSES INCORPORATED BY FULL TEXT

## 52.203-11 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (APR 1991)

(a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this Certification.

(b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989,--

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement;

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and

(3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

(End of provision)

## 52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (JAN 2005)

(a)(1) If the clause at 52.204-7, Central Contractor Registration, is included in this solicitation, paragraph (b) of this provision applies.

(2) If the clause at 52.204-7 is not included in this solicitation, and the offeror is currently registered in CCR, and has completed the ORCA electronically, the offeror may choose to use paragraph (b) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

☐ Paragraph (b) applies.

☒ Paragraph (b) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(b) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [offeror to insert changes, identifying change by clause number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause	Title	Date	Change
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Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.

(End of Provision)

#### 52.222-18 CERTIFICATION REGARDING KNOWLEDGE OF CHILD LABOR FOR LISTED END PRODUCTS (FEBRUARY 2001)

##### (a) Definition.

Forced or indentured child labor means all work or service--

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

(b) Listed end products. The following end product(s) being acquired under this solicitation is (are) included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, identified by their country of origin. There is a reasonable basis to believe that listed endproducts from the listed countries of origin may have been mined, produced, or manufactured by forced or indentured child labor.

Listed End Product

-----  
-----

Listed Countries of Origin

-----  
-----

(c) Certification. The Government will not make award to an offeror unless the offeror, by checking the appropriate block, certifies to either paragraph (c)(1) or paragraph (c)(2) of this provision.

( ) (1) The offeror will not supply any end product listed in paragraph (b) of this provision that was mined, produced, or manufactured in a corresponding country as listed for that end product.

( ) (2) The offeror may supply an end product listed in paragraph (b) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture such end product. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(End of provision)

#### 52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)

The offeror represents that --

(a) ( ) It has, ( ) has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;

(b) ( ) It has, ( ) has not, filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(End of provision)

#### 52.222-25 AFFIRMATIVE ACTION COMPLIANCE (APR 1984)

The offeror represents that

(a) [ ] it has developed and has on file, [ ] has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or

(b) [ ] has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(End of provision)

#### 52.222-38 COMPLIANCE WITH VETERANS' EMPLOYMENT REPORTING REQUIREMENTS (DEC 2001)

By submission of its offer, the offeror represents that, if it is subject to the reporting requirements of 38 U.S.C. 4212(d) (i.e., if it has any contract containing Federal Acquisition Regulation clause 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans), it has submitted the most recent VETS-100 Report required by that clause.

(End of provision)

## 52.223-13 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (AUG 2003)

(a) Executive Order 13148, of April 21, 2000, Greening the Government through Leadership in Environmental Management, requires submission of this certification as a prerequisite for contract award.

(b) By signing this offer, the offeror certifies that--

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: (Check each block that is applicable.)

( ) (i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed in 40 CFR 372.65;

( ) (ii) The facility does not have 10 or more full-time employees as specified in section 313.(b)(1)(A) of EPCRA 42 U.S.C. 11023(b)(1)(A);

( ) (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

( ) (iv) The facility does not fall within the following Standard Industrial Classification (SIC) codes or their corresponding North American Industry Classification System sectors:

(A) Major group code 10 (except 1011, 1081, and 1094.

(B) Major group code 12 (except 1241).

(C) Major group codes 20 through 39.

(D) Industry code 4911, 4931, or 4939 (limited to facilities that combust coal and/or oil for the purpose of generating power for distribution in commerce).

(E) Industry code 4953 (limited to facilities regulated under the Resource Conservation and Recovery Act, Subtitle C (42 U.S.C. 6921, et seq.), 5169, 5171, or 7389 (limited to facilities primarily engaged in solvent recovery services on a contract or fee basis); or

( ) (v) The facility is not located within the United States or its outlying areas.

(End of clause)

## 252.209-7001 DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY (SEP 2004)

## (a) "Definitions."

As used in this provision --

(a) "Government of a terrorist country" includes the state and the government of a terrorist country, as well as any political subdivision, agency, or instrumentality thereof.

(2) "Terrorist country" means a country determined by the Secretary of State, under section 6(j)(1)(A) of the Export Administration Act of 1979 (50 U.S.C. App. 2405(j)(i)(A)), to be a country the government of which has repeatedly provided support for such acts of international terrorism. As of the date of this provision, terrorist countries subject to this provision include: Cuba, Iran, Libya, North Korea, Sudan, and Syria.

(3) "Significant interest" means --

(i) Ownership of or beneficial interest in 5 percent or more of the firm's or subsidiary's securities. Beneficial interest includes holding 5 percent or more of any class of the firm's securities in "nominee shares," "street names," or some other method of holding securities that does not disclose the beneficial owner;

(ii) Holding a management position in the firm, such as a director or officer;

(iii) Ability to control or influence the election, appointment, or tenure of directors or officers in the firm;

(iv) Ownership of 10 percent or more of the assets of a firm such as equipment, buildings, real estate, or other tangible assets of the firm; or

(v) Holding 50 percent or more of the indebtedness of a firm.

## (b) "Prohibition on award."

In accordance with 10 U.S.C. 2327, no contract may be awarded to a firm or a subsidiary of a firm if the government of a terrorist country has a significant interest in the firm or subsidiary or, in the case of a subsidiary, the firm that owns the subsidiary, unless a waiver is granted by the Secretary of Defense.

## (c) "Disclosure."

If the government of a terrorist country has a significant interest in the Offeror or a subsidiary of the Offeror, the Offeror shall disclose such interest in an attachment to its offer. If the Offeror is a subsidiary, it shall also disclose any significant interest the government of a terrorist country has in any firm that owns or controls the subsidiary. The disclosure shall include --

(1) Identification of each government holding a significant interest; and

(2) A description of the significant interest held by each government.

(End of provision)

## 252.247-7022 REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA (AUG 1992)

(a) The Offeror shall indicate by checking the appropriate blank in paragraph (b) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term supplies is defined in the Transportation of Supplies by Sea clause of this solicitation.

(b) Representation. The Offeror represents that it:

\_\_\_\_ (1) Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

\_\_\_\_ (2) Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(c) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense FAR Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

(End of provision)



## Section L - Instructions, Conditions and Notices to Bidders

## CLAUSES INCORPORATED BY FULL TEXT

## 52.215-20 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA (OCT 1997)

(a) Exceptions from cost or pricing data. (1) In lieu of submitting cost or pricing data, offerors may submit a written request for exception by submitting the information described in the following subparagraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable.

(i) Identification of the law or regulation establishing the price offered. If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.

(ii) Commercial item exception. For a commercial item exception, the offeror shall submit, at a minimum, information on prices at which the same item or similar items have previously been sold in the commercial market that is adequate for evaluating the reasonableness of the price for this acquisition. Such information may include--

(A) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities;

(B) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market;

(C) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.

(2) The offeror grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this provision, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the offeror's determination of the prices to be offered in the catalog or marketplace.

(b) Requirements for cost or pricing data. If the offeror is not granted an exception from the requirement to submit cost or pricing data, the following applies:

(1) The offeror shall prepare and submit cost or pricing data and supporting attachments in accordance with Table 15-2 of FAR 15.408.

As soon as practicable after agreement on price, but before contract award (except for unpriced actions such as letter contracts), the offeror shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406-2.

(End of provision)

## 52.216-27 SINGLE OR MULTIPLE AWARDS. (OCT 1995)

The Government may elect to award a single delivery order contract or task order contract or to award multiple delivery order contracts or task order contracts for the same or similar supplies or services to two or more sources under this solicitation.

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a firm fixed price contract resulting from this solicitation.

(End of clause)

52.215-1 INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITION (JAN 2004)

(a) Definitions. As used in this provision--

“Discussions” are negotiations that occur after establishment of the competitive range that may, at the Contracting Officer's discretion, result in the offeror being allowed to revise its proposal.

“In writing or written” means any worded or numbered expression which can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.

“Proposal modification” is a change made to a proposal before the solicitation's closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award.

“Proposal revision” is a change to a proposal made after the solicitation closing date, at the request of or as allowed by a Contracting Officer as the result of negotiations.

“Time”, if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturdays, Sundays, and legal holidays. However, if the last day falls on a Saturday, Sunday, or legal holiday, then the period shall include the next working day.

(b) Amendments to solicitations. If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).

(c) Submission, modification, revision, and withdrawal of proposals. (1) Unless other methods (e.g., electronic commerce or facsimile) are permitted in the solicitation, proposals and modifications to proposals shall be submitted in paper media in sealed envelopes or packages (i) addressed to the office specified in the solicitation, and (ii) showing the time and date specified for receipt, the solicitation number, and the name and address of the offeror. Offerors using commercial carriers should ensure that the proposal is marked on the outermost wrapper with the information in paragraphs (c)(1)(i) and (c)(1)(ii) of this provision.

(2) The first page of the proposal must show--

(i) The solicitation number;

(ii) The name, address, and telephone and facsimile numbers of the offeror (and electronic address if available);

(iii) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item;

(iv) Names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate on the offeror's behalf with the Government in connection with this solicitation; and

(v) Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.

(3) Submission, modification, or revision, of proposals.

(i) Offerors are responsible for submitting proposals, and any modifications, or revisions, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that proposal or revision is due.

(ii)(A) Any proposal, modification, or revision received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and--

(1) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals; or

(2) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(3) It is the only proposal received.

(B) However, a late modification of an otherwise successful proposal that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(iii) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the proposal wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(iv) If an emergency or unanticipated event interrupts normal Government processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(v) Proposals may be withdrawn by written notice received at any time before award. Oral proposals in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the provision at 52.215-5, Facsimile Proposals. Proposals may be withdrawn in person by an offeror or an authorized representative, if the identity of the person requesting withdrawal is established and the person signs a receipt for the proposal before award.

(4) Unless otherwise specified in the solicitation, the offeror may propose to provide any item or combination of items.

(5) Offerors shall submit proposals in response to this solicitation in English, unless otherwise permitted by the solicitation, and in U.S. dollars, unless the provision at FAR 52.225-17, Evaluation of Foreign Currency Offers, is included in the solicitation.

(6) Offerors may submit modifications to their proposals at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.

(7) Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.

(8) Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Contracting Officer.

(d) Offer expiration date. Proposals in response to this solicitation will be valid for the number of days specified on the solicitation cover sheet (unless a different period is proposed by the offeror).

(e) Restriction on disclosure and use of data. Offerors that include in their proposals data that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, shall--

(1) Mark the title page with the following legend: This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed--in whole or in part--for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of--or in connection with-- the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets [insert numbers or other identification of sheets]; and

(2) Mark each sheet of data it wishes to restrict with the following legend: Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

(f) Contract award. (1) The Government intends to award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose proposal(s) represents the best value after evaluation in accordance with the factors and subfactors in the solicitation.

(2) The Government may reject any or all proposals if such action is in the Government's interest.

(3) The Government may waive informalities and minor irregularities in proposals received.

(4) The Government intends to evaluate proposals and award a contract without discussions with offerors (except clarifications as described in FAR 15.306(a)). Therefore, the offeror's initial proposal should contain the offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

(5) The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the offeror specifies otherwise in the proposal.

(6) The Government reserves the right to make multiple awards if, after considering the additional administrative costs, it is in the Government's best interest to do so.

(7) Exchanges with offerors after receipt of a proposal do not constitute a rejection or counteroffer by the Government.

(8) The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or subline items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.

(9) If a cost realism analysis is performed, cost realism may be considered by the source selection authority in evaluating performance or schedule risk.

(10) A written award or acceptance of proposal mailed or otherwise furnished to the successful offeror within the time specified in the proposal shall result in a binding contract without further action by either party.

(11) If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:

- (i) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.
- (ii) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.
- (iii) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.
- (iv) A summary of the rationale for award.
- (v) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.
- (vi) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

(End of provision)

#### 52.204-6 DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (OCT 2003)

(a) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS+4" followed by the DUNS number or "DUNS+4" that identifies the offeror's name and address exactly as stated in the offer. The DUNS number is a nine-digit number assigned by Dun and Bradstreet, Inc. The DUNS+4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see Subpart 32.11) for the same parent concern.

(b) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number--

(i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com>; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business name.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company physical street address, city, state and Zip Code.

(iv) Company mailing address, city, state and Zip Code (if separate from physical).

(v) Company telephone number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

(End of provision)

#### 52.233-2 SERVICE OF PROTEST (AUG 1996)

(m) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from

Delivery:

4735 E Marginal Way S  
Seattle, WA 98134-2329

Mailing:

PO Box 3755  
Seattle, WA 98124-3755

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

## Section M - Evaluation Factors for Award

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**EVALUATION CRITERIA**  
**Plant Removal/Replacement MARC**

1. General Experience. Experience referenced under this criterion is limited to a total of eight (8) projects. In a narrative format, the contractor must demonstrate current and relevant experience with noxious/Dangerous plant, vegetation and tree removal and vegetation replacement projects, access to appropriate mechanized equipment and personnel and the ability to work in multiple locations concurrently. General experience referenced may be from any location, whenever possible, specific experience examples submitted should be from sites located within the four state geographical boundaries identified for this contract and in all cases, experience gained on Federal contracts is preferred.

2. Other General Experience. Experience referenced in this criterion is limited to a total of eight (8) projects. In a narrative format, the contractor must demonstrate examples of past experience performing any of the other contract services specified in the Scope of Services. (clearing, brushing, grubbing, re-vegetation/re-planting, materials procurement etc.)

3. Personnel Experience and Qualifications. Experience level, verified by submittal of current resumes, for all key contractor and sub-contractor personnel appropriate to the anticipated work (landscapers, gardeners, superintendents, foreman, etc.). At least one should have appropriate 40hr-HAZWOPER training. This section should also include an organization chart identifying responsible points of contact from the prime contractor as well as any anticipated sub-contractors.

4. All examples of previous experience and performance should include cost growth minimization information in the narrative. This information will include original contract value, contract duration, cost growth/decrease over the contract duration and an explanation for increase or decrease. The contractor should take this opportunity to identify areas where cost savings were realized due to cost effective contractor operations.

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